MARCH, 1965

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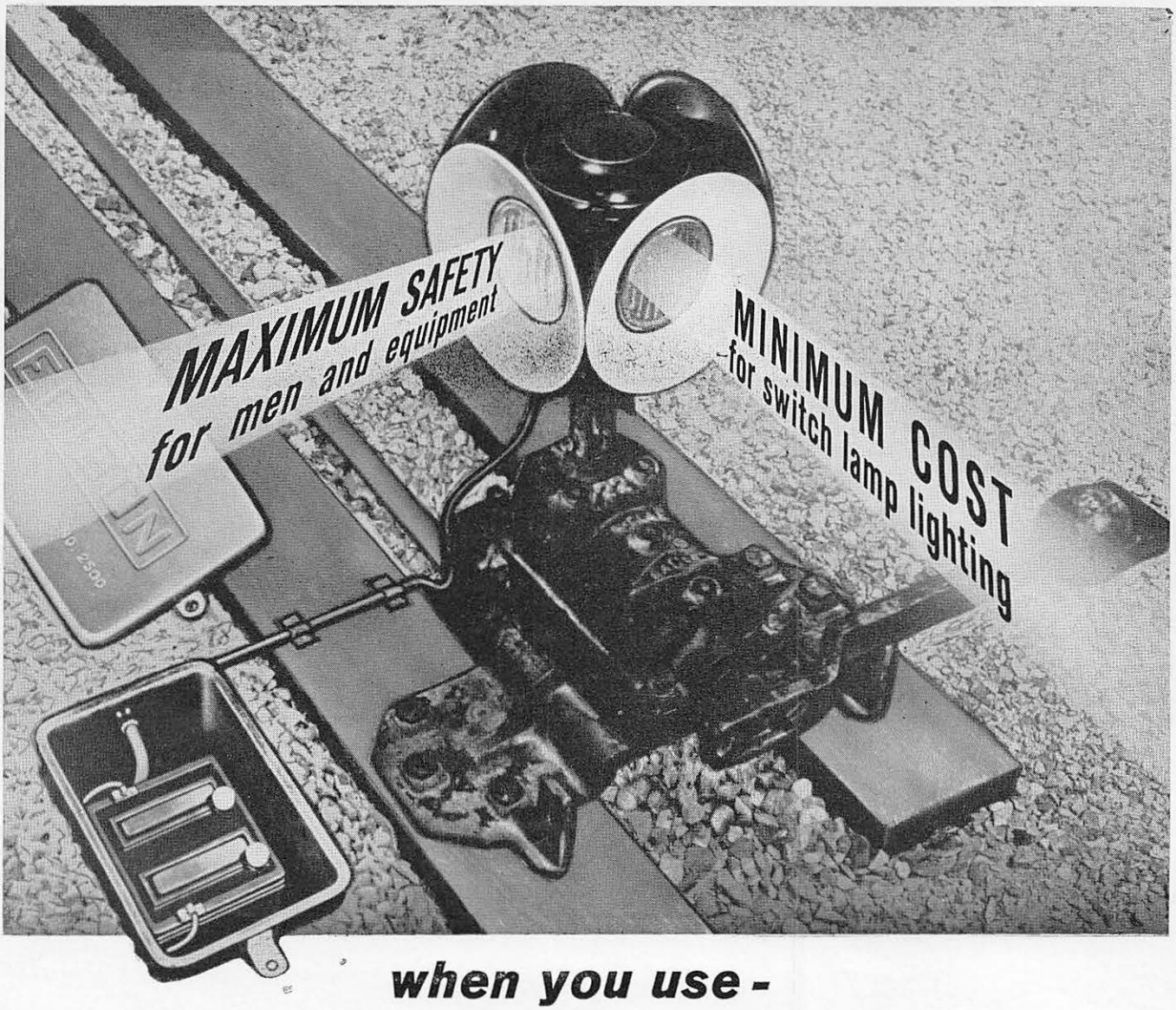
Your Copy of Mediation Agreement Signed February 7, 1965 is in this Issue

I.C.C. Bureau of Safety & Service Annual Report . . . . . Page 60

National Railroad Adjustment Board Awards . . . Page 73



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IN THIS ISSUE

News From Canada 58

Live a Little Longer 59
By Dr. William A. Sawyer

I.C.C. Bureau of Safety Annual Report 60

Your Washington Reporter 63
By Albert H. Jenkins

Financial Status of Railroad Retirement System 64

Members' Copy of Mediation Agreement 67

NRAB Awards 73

How to Buy 77
By Sidney Margolius

Legislative News from Indiana 78

COPE Report 78

Determine Your Rights Under FELA 79

Local Lodge News 80

Obituary 84

1

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news from Canada

Brotherhoods Support Pension Plan But Recommend it Supplement Present Benefits

AT A MEETING HELD IN Montreal on June 11, 1964, the Canadian Pacific Railway General Chairmen's Association instructed the employe members on the pension committee to do whatever was necessary to have the proposed Canada Pension Plan made supplementary to the existing C.P.R. Pension Plan. The employe members on the C.P. Pension Committee are Brother J. H. Clark, Sheet Metal Workers, Chairman of the Association, and Brothers E. Streeting, Maintenance of Way, and H. A. Stockdale, Signalmen.

Meetings were held with the National Legislative Committee and the executive of the Canadian National General Chairmen's Association, and a joint effort was made by representatives of the three bodies.

After the Government had tabled its Canada Pension Plan Act, a joint committee of the House of Commons and the Senate was formed to consider the Bill and hear representations from interested parties. A delegation from the Railway unions, led by Brother J.A. Huneault, Chairman of the National Legislative Committee, presented a brief to the Senate-Commons Committee in Ottawa on January 21st, and if the interest and general attitude of the members of the Committee is any criterion, the Government should be receiving recommendations favorable to the position taken by the Railway employes.

Copies of the brief were distributed to the Members of the Senate-Commons Committee a few days prior to the hearing, and at the hearing, Brother Huneault, Brother Clark, and Brother P. Raymond, Chairman of the C.N.R. General Chairmen's Association answered questions asked by members of the Committee.

The Brief contained two basic points:

- the need for federal legislation relating to private plans covering employes in areas under federal jurisdiction.
- requirement that adjustments to private pension plans following introduction of the Canada Pension Plan be subject to mutual agreement between the Unions and the Company.

It was pointed out that the Unions were not suggesting that there should be full management of private plans by legislation, but that they believed there were three elements of private plans that do require governmental regulation. These are: protability, solvency, and investment of pension funds.

The Unions further pointed out that in requesting a provision in the Canada Pension Plan legislation that there be no change in existing private plans without the approval of the employes participating in such plans. They were motivated by the knowledge that at present the respective Boards of Directors of the Railway Companies hold absolute veto power over the form that the pension plan will take.

There are separate plans for the Canadian National and Canadian Pacific Railways, each with its own set of rules. Under the respective pension plans, the employes do not have equal right to ensure that their desires be implemented.

Railway employes are not wholly satisfied with their present level of pensions and would welcome the Canada Pension Plan as a supplement to their present pension benefits, the Unions concluded.

Brotherhood Agreement on Canadian National Railway Revised

ON JANUARY 25 AND 26, 1965, a Committee composed of Brothers H. A. Stockdale, A. N. Cotton, C. R. Scott, B. E. Reynolds and A. L. Gregory, met with representatives of the Canadian National Railways and finalized revisions to the current agreement.

The revisions are being prepared for signature, and when they are signed, the complete agreement, with supplements and revisions to date, will be re-printed and distributed to the members. The latest revisions are to become effective on April 1, 1965 and Brother Stockdale reported that copies of the new agreement should be in the hands of the members prior to that date.

The negotiations leading to these revisions have been under way for approximately 18 months, and the seniority, discipline and grievance, and leave of absence rules have been almost completely revised. Other rules are involved also, and Stockdale cautioned each member to study his copy of the agreement thoroughly when he receives it. The agreement will be in loose-leaf form to provide a convenient method of revision when further changes are made.

Live A Little Longer

CO—A Deadly Gas

By Dr. William A. Sawyer
IAM Medical Consultant

(This column is copyrighted by THE MACHINIST and is reprinted through the courtesy of the International Association of Machinists. Dr. Sawyer cannot answer individual correspondence.)

A LITTLE MORE THAN A year ago, five men lost their lives from carbon monoxide gas as they slept in a tightly closed mountain cabin, where they arrived late one night after a several hour auto trip. After storing their perishable foods in a bottled-gas refrigerator, they went to bed. It was a cold night.

To keep warm, all windows were left closed just as they had been for several months. When they did not return to their homes as expected a few days later, the authorities were asked to investigate. All five were found dead.

The gas refrigerator was an old one put into running condition by the cabin owner. Unfortunately the refrigerator was equipped with a burner for natural gas. It should have been equipped for bottled gas.

As a result, the small flame burned without complete combustion, throwing off enough carbon monoxide gas during the night to asphyxiate everyone in this tightly closed small cabin. This was an unusual accident and resulted in a careful investigation. It was a type of accident that few people know about.

Winter weather, closed windows, lack of ventilation and faulty heaters can be a deadly combination.

The burning of any fuel such as coal, coke and wood, liquid fuels such as oil, gasoline and kerosene and gas fuels such as natural and manufactured gas, may produce this hazard.

Special caution is necessary in homes with attached or basement garages. Automobiles or any other gasoline power motor should never be operated in a closed space. Charcoal grills should never be burned in confined areas. Exhaust pipes of automobiles should be checked yearly and replaced if there is any leakage. There is danger in driving long distances in a tightly closed car or parking with the motor running to keep warm, especially if the exhaust pipes are defective.

Symptoms of carbon monoxide poisoning vary with the individual and with the amount and length of exposure time. Just a little of the gas produces headaches at the end of the day, as with auto mechanics.

Sometimes dizziness, sleepiness, a nausea, vomiting and muscular weakness follow greater exposure. Severe exposure causes death. The carbon monoxide gas deprives the body of oxygen by uniting with hemoglobin of the blood, which normally carries oxygen to various vital areas.

Should such an accident occur, remove the victim at once from the poisonous gas to fresh air, call a doctor or ambulance immediately. Keep the person warm and apply artificial respiration. If oxygen is available, by all means use it.

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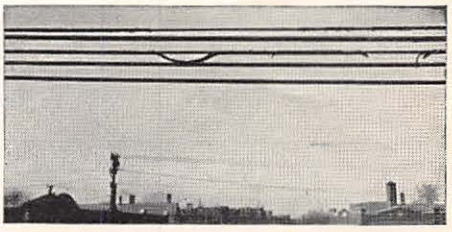

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Bureau of Safety Annual Report

THE ANNUAL REPORT TO the Interstate Commerce Commission of the Section of Railroad Safety, Bureau of Safety and Service, was recently released.

The report contains information concerning the results of inspection in the field of safety on the railroads and included:

- installation and inspection of signal systems
- interlocking and automatic train-stop and train-control devices
- investigation of railroad accidents
- safety appliance equipment
- hours of service of employes
- transportation of explosives and other dangerous articles
- prosecution for violations of the laws administered by the section.

According to the report there were 106,022 track miles of automatic-block signal systems and 22,542 miles of non-automatic block-signal systems in use as of January 1, 1964. It was also shown that there were 3,598 interlocking plants in use as of the same date.

According to the report 23,475 track miles were equipped with either automatic train-stop, train-control, or cab signal devices.

During the year, 220 applications for approval or modification of block signals and interlockings were filed by the carriers. At the beginning of the year action was pending on 55 applications previously filed. Of this total, 212 applications were acted upon during the year and action was pending on 63 at the close of the year. Public hearings were held on 24 applications, the Bureau reported.

Thirty-three applications were filed for modifications or relief from the Commission's signal requirements. At the beginning of the year action was pending on 6 such applications. Of this total, 32 were acted upon, and action was pending on 7 at the close of the year. Public hearings were held on four applications for relief from the requirements of the rules, standards, and instructions.

The results of the Carriers' monthly signal failure reports to the Commission are tabulated in an accompanying table and list false restrictive failures, false proceed failures, and potential false proceed conditions. Another table shows a comparison of corresponding figures for each year since 1956.

Of the 67 false proceed failures and potential false proceed conditions the Bureau reported that 37 were investigated. Last year 76 of the 79 false proceed failures and potential false proceed conditions were investigated.

Inspections were conducted, by the Bureau, of 4,879 signal systems

Signal Performance in Preceding Years

Year Ended June	False Restrictive Failure	False Proceed Failure	Potential False Proceed Condition	Total Track Miles Signaled
1964	28,456	58	9	142.157
1963	27,173	65	14	152,927
1962	27,045	65	3	155,689
1961	23,884	56	7	157,894
1960	25,625	73	11	160.240
1959	25,590	59	8	162.267
1958	25,299	72	16	164,917
1957	28,065	74	12	165,815
1956	29,761	76	11	167,328

Cause of False-Proceed Failures Reported by the Carriers to the I.C.C. for the Year Ended June 30, 1964

Name of railroad	Sand, rust or other deposit on rails	Failure of relays and similar devices	Circuits open, crossed or grounded, foreign current etc.	Apparatus broken, defective, or out of adjustment	Failure of apparatus due to ice, sleet, snow, wet track, weather, or lightning	Failure of apparatus due to obstruction	Errors in making connections or adjustments	Undetermined	Total
Atch'son, Topeka & Santa Fe			3	2	2		3		10
Atlantic Coast Line						1			1
Bessemer & Lake Erie	1								1
Boston & Maine					2				2
Central of Georgia				1					1
Central R. R. of New Jersey			1						1
Chesapeake & Ohio							1		1
Chicago & North Western			1	1		1	1		4
Chicago, Burlington & Quincy			1			1			2
Chicago, Milwaukee, St. Paul & Pacific				1	1				2
Denver & Rio Grande Western		1							1
Elgin, Joliet & Eastern							1		1
Erie-Lackawanna			1			1	1		3
Grand Trunk Western			1						1
Gulf, Mobile & Ohio							1		1
Illinois Central			1	1					2
Louisville & Nashville	1		1						2
Missouri Pacific							1		1
Monon					1				1
New York Central					2			1	3
New York, Chicago & St. Louis				1					1
Northern Pacific		1			2				3
Pennsylvania	1		1	3				1	6
Port Authority Trans-Hudson				1					1
St. Louis-San Francisco				1					1
Southern Pacific		1		1				1	3
Washington Terminal	2								2
Total	5	3	11	13	10	4	9	3	58

Cause of Potential False Proceed Conditions Reported by the Carriers to the I.C.C. for the Year Ended June 30, 1964

Name of railroad	Sand, rust, or other deposit on rails	Failure of relays and similar devices	Circuits open, crossed or grounded, foreign current etc.	Apparatus broken, defective, or out of adjustment	Failure of apparatus due to ice, sleet, snow, wet track, weather, or lightning	Failure of apparatus due to obstruction	Errors in making connections or adjustments	Undetermined	Total
Atlantic Coast Line				1					1
Central of Georgia						1			1
Chesapeake & Ohio			1						1
Cincinnati, New Orleans & Texas Pacific								1	1
Elgin, Joliet & Eastern					1				1
Pennsylvania			1						1
Soo Line				1					1
Southern Pacific			1					1	2
Total	0	0	3	2	1	1	0	2	9

including inspections of 34,255 signals, 24,020 switches, 3,446 devices on locomotives, and 20,746 other appliances. The Bureau claimed that these inspections resulted in bringing unsatisfactory maintenance conditions to the attention of railroad managements for corrective action.

In the year ended June 30, 1964, the Bureau pointed out, 28 complaints were received in connection with alleged violations of the rules, standards, and instructions. At the beginning of the year, action was pending on four such complaints. During the year investigations were completed on 26 and action was pending on 6 at the end of the year.

There were 52 accidents investigated by the Section of Railroad Safety in which 70 persons were killed and 1284 injured. Of the 52 accidents, 34 were reported as collisions and 18 were derailments.

It was reported that of the collisions investigated, 25 occurred on lines operated by the block system, 8 on lines operated by timetable and train orders, and 1 in a location where yard limit rules were in effect. Ten of the collisions involved motor vehicles at grade crossings; 3, failure to provide adequate protection for the preceding train; 7, failure to obey signal indications; 2, failure to take required precautions in the operation of track motorcar; 2, failure to provide adequate protection for the movement of a track motorcar; 1, failure to provide adequate protection for yard locomotive occupying main track on time of first-class passenger train; 2, failure to provide protection for the preceding train; 1, failure to provide rear-end protection for the movement of a track motorcar and rail-defect detector car; 2, switch left open; 1, failure to obey meet order; 2, failure to control speed of locomotive or train; 1, failure to apply hand brakes.

Of the 18 derailments investigated, 7 involved defective track; 4, defective train equipment; 1, failure to obey a slow order; 1, malicious tampering with switch; 1, open switch; 2, rock obstructing track; 1, excessive speed on curve; 1, slack action.

Accident Investigation

Of the 52 accidents investigated by the Section during the reporting period the Commission filed only 31 reports.

There were 3,373 accidents at rail-highway grade crossings in 1963 resulting in the death of 1,302 persons and injury to 3,524. Automobiles, buses, and trucks were involved in 3,169 of these accidents, in which 1,208 persons were killed and 3,416 were injured.

There were 68 derailments of trains in rail-highway grade-crossing accidents which involved motor vehicles resulting in 25 fatalities and 115 injuries.

Casualties to passengers and employes on duty on trains in train and train-service accidents at rail-highway grade crossings totaled 3 killed and 190 injured.

It is noted that these statistics do not include accidents in which trains were not involved and, therefore, would not include accidents involving track motorcars.

The Section reported that two applications were received for award of Medals of Honor. Awards are made to persons who, by extreme daring, endanger their own lives in saving or endeavoring to save lives from any wreck, disaster, or grave accident upon any railroad within the United States engaged in interstate commerce or involving any motor vehicle on a public highway, road or street of the United States.

One of the reported incidents was found not to meet the high standards of the law in that convincing evidence was absent to demonstrate the applicant exhibited extreme daring and did endanger his own life in making the rescue. The other incident is pending.

Medals were awarded in the two incidents reported last year as pending.

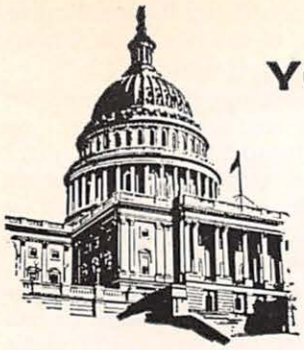
I.C.C. Record of False Restrictive, False Proceed, and Potential False Proceed Failures Reported by the Railroads for Fiscal Year Ended June 30, 1964

Name of railroad	False restrictive failures					False proceed failures				Potential false proceed conditions				
	Block systems	Interlocking	ATS-ATC ACS	Other systems	Total	Block systems	Interlocking	ATS-ATC ACS	Total	Block systems	Interlocking	ATS-ATC ACS	Other systems	Total
Alabama Great Southern	49	79	7	1	136									
Alton & Southern	5	17			22									
Ann Arbor	2	2			4									
Arkansas & Memphis Ry. Bridge & Terminal Co.		4			4									
Atchison, Topeka & Santa Fe	366	581	200		1,147	6	4		10					
Atlanta & West Point	25				25									
Atlanta Terminal		6			6									
Atlantic Coast Line	314	304	157	22	797		1		1	1				1
Baltimore & Ohio	481	385	125		991									
Baltimore & Ohio Chicago Terminal	13	90			103									
Bangor & Aroostook	77	4		56	137									
Belt Railway of Chicago	4	22			26									
Bessemer & Lake Erie	33				33	1			1					
Birmingham Terminal		46			46									
Boston & Maine	47	70	13		130	1	1		2					

(Table Continued from Page 61)

I.C.C. Record of False Restrictive, False Proceed, and Potential False Proceed Failures Reported by the Railroads for Fiscal Year Ended June 30, 1964

Name of railroad	False restrictive failures					False proceed failures				Potential false proceed conditions				
	Block systems	Interlocking	ATS-ATC ACS	Other systems	Total	Block systems	Interlocking	ATS-ATC ACS	Total	Block systems	Interlocking	ATS-ATC ACS	Other systems	Total
Boston Terminal		23			23									
Butte, Anaconda & Pacific	40				40									
Canadian National		2			2									
Central of Georgia	136	9			145	1			1	1				1
Central R.R. of New Jersey	65	146	2		213		1		1					
Chattanooga Station		20			20									
Chesapeake & Ohio	221	213	28		462		1		1		1			1
Chicago & Eastern Illinois	123	164	4		291									
Chicago & Illinois Midland	22	5			27									
Chicago & North Western	966	418	260		1,644	3	1		4					
Chicago & Western Indiana	8	49			57									
Chicago, Burlington & Quincy	357	22	22	1	402	2			2					
Chicago Great Western	186	11			197									
Chicago, Milwaukee, St. Paul & Pacific	474	77	67		618	1	1		2					
Chicago, Rock Island & Pacific	533	118	9		660									
Chicago, South Shore & South Bend	53	2			55									
Chicago Union Station		14			14									
Cincinnati, New Orleans & Texas Pacific	40	65	15	4	124						1			1
Cincinnati Union Terminal		153			153									
City of St. Louis Municipal Bridge		27			27									
Clinchfield	64				64									
Colorado & Southern	2				2									
Dayton Union		49			49									
Delaware & Hudson	85	74			159									
Denver & Rio Grande Western	399	27			426	1			1					
Denver Union Terminal		18			18									
Detroit & Toledo Shore Line	4				4									
Detroit, Toledo & Ironton		9			9									
Duluth, Missabe & Iron Range	3	22		1	26									
Elgin, Joliet & Eastern	44	126			170		1		1	1				1
Erie-Lackawanna	200	98	50	13	361	1		2	3					
Florida East Coast	355				355									
Fort Dodge, Des Moines & Southern		7			7									
Fort Worth & Denver	17	1			18									
Georgia	117				117									
Georgia Southern & Florida	54	1	3		58									
Grand Trunk Western	128	45			173	1			1					
Great Northern	386	40			426									
Green Bay & Western	8	4		2	14									
Gulf, Mobile & Ohio	153	36	7		196	1			1					
Houston Belt & Terminal	12	45			57									
Illinois Central	313	22	96		431	2			2					
Illinois Terminal	1	2			3									
Indianapolis Union		57			57									
International Ry. Co. of Maine	8				8									
Jacksonville Terminal		103			103									
Kansas City Southern	199	196			395									
Kansas City Terminal		199			199									
Kentucky & Indiana Terminal		25			25									
Lake Superior & Ishpeming		22			22									
Lake Superior Terminal & Transfer Ry. Co	4				4									
Lehigh & Hudson River	13				13									
Lehigh Valley	81	24			105									
Long Island	36	109	649		794									
Los Angeles Union Passenger Terminal		18			18									
Louisville & Nashville	996	67	88		1,151	1	1		2					
Maine Central	71	5			76									
Memphis Union Station		71			71									
Missouri-Kansas-Texas	511	36			547									
Missouri Pacific	658	21			679	1			1					
Monon	145	6			151		1		1					
Monongahela	7				7									
New Jersey & New York	9	2			11									
New Orleans & Northeastern	14		3		17									
New Orleans Union Passenger Terminal		14			14									
New York Central	655	764	164		1,583	2	1		3					
New York, Chicago & St. Louis	166	223	26		415	1			1					
New York, New Haven & Hartford	176	246	94	3	519									
New York, Susquehanna & Western	6	1			7									
Norfolk & Western	121	172			293									
Northern Pacific	1,086	49			1,135	3			3					
Pacific Electric		2			2									
Pennsylvania	542	882	989	9	2,422		3	3	6		1			1
Pennsylvania-Reading Seashore Lines	10	13	2		25									
Peoria & Pekin Union	5	12		1	18									
Pittsburgh & West Virginia	22				22									
Port Authority Trans-Hudson Corp.	138	181	74	7	400			1	1					
Portland Terminal	1	4			5									
Reading	51	82	17	7	157									
Richmond, Fredericksburg & Potomac	20	50	21		91									
River Terminal		78			78									
Sacramento Northern	1	2			3									
St. Louis-San Francisco	402	19			421	1			1					
St. Louis Southwestern	149				149									
Seaboard Air Line	467	20			487									
Soo Line	316	59			375						1			1
Southern	688	111	67	5	871									
Southern Illinois & Missouri Bridge	9				9									
Southern Pacific	630	67	3		700	2	1		3	2				2
Spokane, Portland & Seattle	77	2			79									
Terminal R.R. Association of St. Louis	9	291			300									
Texas & Pacific	107	3			110									
Toledo, Peoria & Western		17		6	23									
Toledo Terminal		1			1									
Union Pacific	409	15	19		443									
Wabash	185	58			243									
Washington Terminal		319			319		2		2					
Western Maryland	70	32			102									
Western Pacific	182				182									
Western Railway of Alabama	77				77									
Total	16,514	8,523	3,281	138	28,456	32	20	6	58	5	4			9



YOUR WASHINGTON Reporter

By ALBERT H. JENKINS

CONGRESS GOT OFF TO A good start on President Johnson's "Great Society" program. The Senate quickly passed the Appalachia bill, designed to help create jobs and industries in an economically depressed 11-state mountain region. Also, it put through the Water Quality bill, to stimulate clean-ups of the nation's polluted rivers.

The House Ways and Means Committee, which has been the main obstacle to passage of the Medicare bill, promptly held hearings on it and all indications were that the measure would pass the House in March. Favorable action in the Senate, which approved a similar bill last year, seemed assured.

Main provisions of the Medicare measure would provide hospital, nursing home and related health services for the aged under the Social Security and Railroad Retirement Acts.

The legislative wheels were turning on the President's aid-to-education bills and prospects for them looked bright.

The House cleared the track for action on controversial measures by making long-needed reforms in its rules. In general, these changes made it easier to bring a bill to the floor for debate and vote, despite obstructions raised in the Rules Committee or by some legislative committee chairmen who reached their powerful posts solely because of their "seniority."

Other significant developments in Congress were coming thick and fast when this report was written. The increased House and Senate majorities won by the Democrats in last November's elections, and the defeats of some die-hard reactionaries, at least temporarily smoothed the path for progressive legislation. How long this trend will last cannot be predicted now.

Pig War National Park

Most pages of the Congressional Record make dry reading, but some tell stories of human or historical interest. For example:

On Jan. 13 this year, Congressman Lloyd Meeds (Dem., Wash.), a newcomer to the House, introduced a bill to establish a Pig War National Park on an island in the northwest corner of his state. Explaining the measure, he said:

"In 1859, more than a century ago, Lyman A. Cutler, an American farmer on the Island of San Juan, in what was then the Oregon Territory, saw a pig belonging to the (British) Hudson's Bay Co., rooting in his potato patch. He shot it.

"That same day, a director of the company, the son-in-law of the British Columbia Governor, arrived on the island. The difficulty that developed between the two men sparked into flame a disagreement that had long been smoldering between the two nations," the young United States and Britain.

"When the Hudson's Bay Co. threatened to take Cutler forcibly to Victoria for an English trial," Meeks continued, "the ambiguities as to where the international boundary actually lay caused an international incident. For years friction had been developing around this territorial question. The pig's fondness for Cutler's potatoes was all that was needed to set it off.

"American residents immediately called for armed support. Captain George Pickett, later famed for leading 'Pickett's Charge' at Gettysburg, was ordered to the island 'to resist all interference by the British authorities.' Pickett arrived, established an American camp and pronounced the island to be U.S. territory. During the next week, an array of British warships and 61 marines and Royal engineers arrived on the island."

Thus, everything was set for an explosion which would reach far beyond the island. But "fortunately two older and wiser military men arrived on the scene. British Rear Admiral Robert L. Baynes refused to open hostilities over the shooting of a pig. He chided those involved,

SIGNALMAN'S LAMENT **BY THOMAS**

GEE.... LOOK BOSS! A BABY ROBIN! THAT MEANS IT'S JUST ABOUT TIME FOR BASEBALL, FISHING, SWIMMING, PICNICS, DRIVES IN THE COUNTRY.....
OH YEAH! TO ME IT MEANS IT'S TIME TO RENEW PIPE LINE, PAINT SIGNALS, OVERHAUL SWITCH MOVEMENTS.....
AW..... BEAT IT! YOU LITTLE TROUBLE MAKER!
BAM!
Thomas
113

saying 'Tut, tut, no, no. The damned fools.'

"American General Winfield Scott, commander of the U.S. Army, arrived to investigate the situation. He worked out an agreement whereby both sides withdrew all forces except for one company, not to exceed 100 men, each. For 12 years, while the American Civil War was being fought, two lonely contingents of men jointly occupied far western outposts on San Juan Island.

"Finally, the Treaty of Washington of 1871 referred the matter to the German Emperor for arbitration, and he upheld the contention of the United States. This ended a long and dangerous series of border disputes.

"In the 105 years since the death of that pig," Meeds recalled, "neither this nation nor Canada has felt the need to resort to arms in solving their differences. The Pig War National Park will stand in the westernmost end of the longest unguarded border in the world, as a permanent reminder of that international restraint and cooperation."

Radical Right Drives for Power

In a long and detailed speech, Senator Frank Church (Dem., Idaho) warned the Senate and the American people that the extremists of the radical right have not ceased their drive for power, despite their overwhelming defeat in the Presidential election along with Barry Goldwater.

To indicate what the country can expect in the future, perhaps on an even wider and more vicious scale, Church recalled some things that happened in last year's election campaigns, among them the following:

"In my own state of Idaho, I found for the first time an ugly force trying to disrupt the orderly processes of the election. Ralph Harding, an able young Democratic congressman, had criticized the John Birch Society. Drury Brown, Republican editor of the Blackfoot (Idaho) News, backed Harding.

"One morning, Brown found his car with a red swastika painted on its door, the tires slashed and sugar in the gas tank. Later, a female voice came over his phone: 'Last time it was your car; next time it will be your home.'

"In Wyoming," Church continued, "Senator Gale McGee, an outspoken critic of the radical right, found youngsters on a house-to-house canvass distributing mimeographed leaflets. They had been instructed to say 'here are the facts about Communist McGee, an enemy agent.' The Senator's wife had her husband's campaign cards grabbed from her hands, torn into pieces, thrown at her feet and then spit upon.

"A state senator, director of a charitable foundation, came home one night to find 'Reds' painted on the mail box in front of his house, 'Damn Socialist' daubed on the lawn chairs, and the house windows, beyond the reach of children, painted bright red. What made him an enemy? A picture of the President of the United Stated in his window!"

A number of other senators rose to commend Church for his speech and to cite, from their own experiences and observations in their states, radical rightist performances which reminded them of the methods used by Hitler's Nazi thugs to destroy democracy and labor unions in Germany.

RTW BILL KILLED by New Mexico Legislature

The New Mexico legislature recently killed by a decisive 2½ to 1 vote a so-called "right-to-work" referendum proposal.

The death blow to the anti-collective bargaining resolution came in the Lower House by a vote of 51 to 21 to table the proposal indefinitely.

During February, the Senate rejected the proposal by a vote of 18 to 14.

The action taken in the House of Representatives completely killed the "right-to-work" proposal for this session of the legislature.

Sponsors of the joint resolution in both the Senate and the House said on the floor that the proposal was a dead issue and would not be pushed any further.

A debate in the House when the resolution was introduced was brief and to the point. Representative Cliff Hawley, Democrat of Bernallilo, said:

"This resolution is tantamount to beating a dead horse. It has already been soundly defeated in the Senate. We should bury it now and get along with constructive legislation.

He then moved to table the resolution indefinitely in order to kill it for this session of the legislature.

Financial Status of the Railroad Retirement and Railroad Unemployment Benefit Systems

THIS ARTICLE HAS A threefold purpose. It describes briefly the way the railroad retirement and railroad unemployment insurance systems are financed. It gives an up-to-date account of the financial condition of each system. And finally, it reassures all present and former railroad workers of the safety of the benefits they are receiving or expect to receive in the future under the two programs.

Status of railroad retirement system

The railroad retirement system is financed by taxes on railroad payrolls payable in equal amounts by employers and employes, by interest earned on the invested portion of the reserve fund of the system, and by expected gains from the financial interchange with the social security system. In calendar year 1964, total income of the system was $1,177 million, while expenditures for benefits and administration totaled $1,119 million, so that the reserve fund increased by $58 million.

The Railroad Retirement Act provides for a full actuarial valuation of the system to be made at least every three years. This provision insures that timely action can be taken to make any adjustments that may be required to maintain the system on a sound financial basis. Moreover, the method of financing the system requires the maintenance of a relatively large reserve fund. One function of this reserve fund is that it serves as a temporary cushion, until such time as adjustments can be made, whenever a valuation indicates that anticipated future income and outgo of the system are not in proper balance.

The last actuarial valuation of the system was made as of December 31, 1962. The results of the valuation, adjusted to December 31, 1964, indicate that the system is un-

derfinanced to the extent of $19 million a year. This deficiency is of a long-range nature rather than an immediate one. As a matter of fact, the balance in the reserve has been increasing right along and is expected to continue to increase for several years. The balance in the reserve, which is now close to $4 billion, is invested in United States securities and the interest received from such securities is an important part of the income required to support the system.

The long-range actuarial deficiency of $19 million a year is equivalent to about two-fifths of one percent of the taxable railroad payroll on a level basis. A deficiency of less than one-half of one percent of taxable payroll is not considered serious for a system of the size and character of the railroad retirement system, and therefore the system may be regarded as being in a reasonably sound financial condition.

Status of railroad unemployment insurance system

The railroad unemployment benefit system is financed mainly by contributions paid only by railroad employers. For several years before 1964, the income of the system had not been sufficient to support the benefit load. As a result, it was possible to pay all benefits as they fell due only by borrowing funds from the railroad retirement account. The Board's authority to borrow such funds was granted to it by the 1959 amendments to the Railroad Unemployment Insurance Act. This borrowing authority, which was included in the amendments with the concurrence of both railway labor and railway management, also provided for the repayment to the railroad retirement account of all borrowed money with interest at the same rate as would have been earned had it remained in the account.

At the present time, there is a deficit of $295 million in the unemployment account. However, this deficit is smaller than a year ago due in large part to the adjustments made by the 1963 amendments to the Railroad Unemployment Insurance Act. If this favorable trend continues, the amount now owed to the railroad retirement account will be gradually reduced and eventually eliminated.

Reasons for financial deficits

The major reason for the financial deficits in both the railroad retirement and railroad unemployment insurance system has been the sharp decline in railroad employment over the past several years. Average employment fell about 35 percent from 1956 to 1964. This was largely due to the loss of business by the railroads to competing forms of transportation and technological improvements. The drop in railroad employment resulted, in turn, in a drop in the payroll from which the taxes that are the major source of support for the systems are derived. This and certain other factors have necessitated increases in the amounts of earnings subject to tax, as occurred in 1954, 1959, and 1963, as well as increases in the retirement tax rates and unemployment insurance contributions. In spite of these adjustments, however, the taxable payroll has continued to decline and, in 1964, was almost 25 percent below the 1956 figure for the unemployment system, while it was 18 percent lower for the retirement system.

During the same period, the expenditures of the systems had been increasing, partly because of the higher levels of benefits provided by amendments, and partly because of the expanding benefit rolls. In the case of the retirement system, this expansion was expected; the system has not yet reached its peak, in the sense that for a number of years to come more beneficiaries will be placed on the rolls than will be taken off. After the peak is reached, the number of beneficiaries on the rolls will begin to decline and will be smaller than it is today. In the case of the unemployment insurance system, however, the heavy benefit load in many of the past several years reflected mainly the high rates of unemployment which, in turn, were a direct consequence of the sharp decline in railroad employment.

Future financial soundness of system

The enactment of the 1963 amendments to the Railroad Retirement and Railroad Unemployment Insurance Acts illustrates the promptness with which the United States Government reacts to restore the financial stability of the railroad retirement and railroad unemployment insurance systems, whenever the need arises. Those amendments were largely the result of joint efforts of the officials of railroad labor and management to improve the financial condition of the systems. There have been other instances in the past when the need for additional income to support the benefit structures of the systems became manifest, and necessary and timely adjustments were always made through Congressional enactments. Therefore, the fact that similar adjustments had to be made that year is neither unusual nor alarming. It is to be expected that modification of the systems would be required from time to time as a result of economic developments in the Nation.

Should railroad employment drop below current levels because of such factors as automation, mergers, or the adoption of railroad work rules reducing the size of train crews, etc., additional adjustments may be needed in the future in order to keep the systems on a sound and solvent basis. The Railroad Retirement Board, the Bureau of the Budget, representatives of railroad management and railroad labor, and Congress itself are all aware of the situation. Therefore, all who have a stake in the system can be assured that timely adjustments will be made, whenever required to insure that all benefits are paid when due.

ATTENTION

All Members in Wisconsin

In cooperation with the Brotherhood of Maintenance of Way and our Brotherhood, Senate Bill 124-S, co-authored by Senators LaFave, Christopherson, and Schreiber, has been introduced in the Senate of the Wisconsin State Legislature.

This bill relates to motor vehicles used by common carriers to transport workers by rail to and from their place of employment or during course of their employment. It also directs the Wisconsin Public Service Commission to prepare rules and regulations regulating such motor vehicles.

This important legislation warrants the support of all of our members in the state of Wisconsin. Brother R. B. LeBaron, our Brotherhood's legislative representative, requests that these members write or wire their respective State Senator urging them to vote for passage of Senate Bill 124-S.

Do Not Delay, Contact Your Senator at Once

SHANTY BANTER

OBVIOUS CONCLUSION

Teacher: What is a vacuum? How would you define it?

Student X: It's a cleaner of some kind.

Teacher: No. You're thinking of a vacuum cleaner.

Student Y: A vacuum is sort of like nothing. You know—like in space . . . Well, I can't explain it, but it's in my head.

Don't wait for something to turn up. Get a spade and dig for it.

MANAGEMENT ON STRIKE

A harried business man asked his physician for a prescription for sleeping pills, explaining, "I'm allergic to the kind you gave me last time. Isn't there some other kind?"

"Well," the doctor said, "we might try . . ."

"What about this twi-light sleep I've been hearing so much about," the businessman interrupted.

"Oh, goodness, that's for labor," the doctor explained.

"For heaven's sake," wailed the executive, "haven't you got anything for management."

MUSIC HATH CHARM

"You know what?"

"No. Hum a few bars of it."

With proper care, the human body will last a lifetime.

TWO + TWO =

"She's so dumb, she puts two and two together and still gets only five."

Too many square meals will make you too round.

TAKES PLANNING

"Daddy, how is it that just enough happens every day to fill a newspaper."

FASHIONS FOR POLITICS

The biggest trouble with political promises is that they go in one year and out the other.

The smoothiest running families believe in teen-work.

PERFECT WITH BACON

The neighbors were complaining to Mrs. Brown about the racket her son was making. "All the time he goes around cackling like a chicken," they griped.

"I know," said Mrs. Brown. "We get tired of it around the house too."

"But can't you do something for him? Can't he be cured?"

"Oh, I suppose a doctor could do something, but we need the eggs."

Too many people believe that perfection comes with the ability to find fault with others.

DE-TRAILED

"How long have you been driving without a taillight, buddy?" demanded the policeman.

The driver jumped out, ran to the rear of his car, and gave a low moan. His distress was so great that the cop was moved to ease up on him a bit.

Aw, come now," he said. "You don't have to take it so hard, it isn't that serious."

"It isn't?" cried the motorist. "What happened to my trailer?"

Here's a good one, Sir! "Stop hiring more bosses while laying off employes."

FATHER COUNTS BEST

Mother wanted to spend Saturday in town and father, an accountant, reluctantly agreed to give up his golf and spend the afternoon with the children. On her return, he handed her the following report of the afternoon:

"Dried tears — 9 times; tied shoes — 13 times; toy balloons — 3 per child; life of balloons — 13 seconds average; cautioned children not to cross street — 21 times; children crossed street 21 times; number of Saturdays I will do this again — 0."

Automation is just another term for Mother.

$1.00 PER TOE

Smart Alec: "How much are your ten-dollar shoes?"

Alert Clerk: "Five dollars a foot."

A gossip talks about others; a bore about himself; a brilliant conversationalists talks about you.

WAYS WITH WOMEN

Newspapers are like women. They both have forms; back numbers are not in demand.

They always have the last word.

They are all worth looking over.

They have a good deal of influence; however, you can't believe all they say.

There's small demand for the bold face type and every man should have one of his own.

Three essentials of life: some task to do, some one to love, and something to hope for.

JUST JUSTICE

"I understand," asked the brow-beating lawyer of the witness, "that you called on the defendant. Is that so?"

"Yes," replied the witness.

"What did he say?" continued the lawyer.

At this point the attorney for the other side objected that evidence about a conversation was not admissible. An hour's argument ensued. Then, the Court retired to consider the point, returning after a considerable time to announce that the question was in order.

"Well, what did the defendant say?" repeated the lawyer with a confident smile on his face.

"He wasn't at home, sir," came the answer.

THIS IS YOUR COPY

Mediation Agreement

Dated February 7, 1965

Case No. A-7128

(Attrition Form of Job Protection)

To insure that every member of the Brotherhood of Railroad Signalmen will have the opportunity to read and study the provisions of the agreement negotiated to establish job protective rules, the full text of the agreement is reproduced on the following pages.

This text is placed in the Journal in such a way that members may easily remove it for future reference.

Signed at Washington, D. C., This 7th Day of February, 1965.

For the participating carriers listed in Exhibit A:

Chairman

For the participating carriers listed in Exhibit B:

Chairman

For the participating carriers listed in Exhibit C:

Chairman

Approved:

Chairman, National Railway Labor Conference

Employes' National Conference Committee, Five Cooperating Railway Labor Organizations

Chairman

Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employes

Grand President

Brotherhood of Maintenance of Way Employes

President

The Order of Railroad Telegraphers

President

Brotherhood of Railroad Signalmen

President

Hotel & Restaurant Employes and Bartenders International Union

International Vice President

Witness:

Member,
National Mediation Board

Mediator,
National Mediation Board

THIS IS YOUR COPY

Mediation Agreement

Dated February 7, 1965

Case No. A-7128

(Attrition Form of Job Protection)

This agreement made this 7th day of February, 1965, by and between the participating carriers listed in Exhibits A, B and C, attached hereto and hereby made a part hereof, and represented by the National Railway Labor Conference and the Eastern, Western and Southeastern Carriers' Conference Committees and the employes shown thereon and represented by the Railway Labor Organizations signatory hereto, through the Employes' National Conference Committee, Five Cooperating Railway Labor Organizations, witnesseth:

It is Agreed:

Article I

Protected Employes

Section 1—All employes, other than seasonal employes, who were in active service as of October 1, 1964, or who after October 1, 1964, and prior to the date of this Agreement have been restored to active service, and who had two years or more of employment relationship as of October 1, 1964, and had 15 or more days of compensated service during 1964, will be retained in service subject to compensation as hereinafter provided unless or until retired, discharged for cause, or otherwise removed by natural attrition. Any such employes who are on furlough as of the date of this Agreement will be returned to active service before March 1, 1965, in accordance with the normal procedures provided for in existing agreements, and will thereafter be retained in compensated service as set out above, provided that no back pay will be due to such employes by reason of this Agreement. For the purpose of this Agreement, the term "active service" is defined to include all employes working, or holding an assignment, or in the process of transferring from one assignment to another (whether or not October 1, 1964 was a work day), all extra employes on extra lists pursuant to agreements or practice who are working or are available for calls for service and are expected to respond when called, and where extra boards are not maintained, furloughed employes who respond to extra work when called, and have averaged at least 7 days work for each month furloughed during the year 1964.

Section 2—Seasonal employes, who had compensated service during each of the years 1962, 1963 and 1964, will be offered employment in future years at least equivalent to what they performed in 1964, unless or until retired, discharged for cause, or otherwise removed by natural attrition.

Section 3—In the event of a decline in a carrier's business in excess of 5 percent in the average percentage of both gross operating revenue and net revenue ton miles in any 30-day period compared with the average of the same period for the years 1963 and 1964, a reduction in forces in the crafts represented by each of the organizations signatory hereto may be made at any time during the said 30-day period below the number of employes entitled to preservation of employment under this Agreement to the extent of one percent for each one percent the said decline exceeds 5 percent. The average percentage of decline shall be the total of the percent of decline in gross operating revenue and percent of decline in net revenue ton miles divided by two. Advance notice of any such force reduction shall be given as required by the current Schedule Agreements of the organizations signatory hereto. Upon restoration of a carrier's business following any such force reduction, employes entitled to preservation of employment must be recalled in accordance with the same formula within 15 calendar days.

Section 4—Notwithstanding other provisions of this Agreement, a carrier shall have the right to make force reductions under emergency conditions such as flood, snowstorm, hurricane, earthquake, fire or strike, provided that operations are suspended in whole or in part and provided further that because of such emergencies the work which would be performed by the incumbents of the positions to be abolished or the work which would be performed by the employes involved in the force reductions no longer exists or cannot be performed. Sixteen hours advance notice will be given to the employes affected before such reductions are made. When forces have been so reduced and thereafter operations are restored employes entitled to preservation of employment must be recalled upon the termination of the emergency. In the event the carrier is required to make force reductions because of the aforesaid emergency conditions, it is agreed that any decline in gross operating revenue and net revenue ton miles resulting therefrom shall not be included in any computation of a decline in the carrier's business pursuant to the provisions of Section 3 of this Article I.

Section 5—Subject to and without limiting the provisions of this agreement with respect to furloughs of employes, reductions in forces, employe absences from service or with respect to cessation or suspension of an employe's status as a protected employe, the carrier agrees to maintain work forces of protected employes represented by each organization signatory hereto in such manner that force reductions of protected employes below the established base as defined herein shall not

exceed 6 percent per annum. The established base shall mean the total number of protected employes in each craft represented by the organizations signatory hereto who qualify as protected employes under Section 1 of this Article I.

Article II

Use and Assignment of Employes And Loss of Protection

Section 1—An employe shall cease to be a protected employe in case of his resignation, death, retirement, dismissal for cause in accordance with existing agreements, or failure to retain or obtain a position available to him in the exercise of his seniority rights in accordance with existing rules or agreements, or failure to accept employment as provided in this Article. A protected furloughed employe who fails to respond to extra work when called shall cease to be a protected employe. If an employe dismissed for cause is reinstated to service, he will be restored to the status of a protected employe as of the date of his reinstatement.

Section 2—An employe shall cease to be a protected employe in the event of his failure to accept employment in his craft offered to him by the carrier in any seniority district or on any seniority roster throughout the carrier's railroad system as provided in implementing agreements made pursuant to Article III here of, provided, however, that nothing in this Article shall be understood as modifying the provisions of Article V hereof.

Section 3—When a protected employe is entitled to compensation under this Agreement, he may be used in accordance with existing seniority rules for vacation relief, holiday vacancies, or sick relief, or for any other temporary assignments which do not require the crossing of craft lines. Traveling expenses will be paid in instances where they are allowed under existing rules. Where existing agreements do not provide for traveling expenses, in those instances, the representatives of the organization and the carrier will negotiate in an endeavor to reach an agreement for this purpose.

Article III

Implementing Agreements

Section 1—The organizations recognize the right of the carriers to make technological, operational and organizational changes, and in consideration of the protective benefits provided by this Agreement the carrier shall have the right to transfer work and/or transfer employes throughout the system which do not require the crossing of craft lines. The organizations signatory hereto shall enter into such implementing agreements with the carrier as may be necessary to provide for the transfer and use of employes and the allocation or rearrangement of forces made necessary by the contemplated change. One of the purposes of such implementing agreements shall be to provide a force adequate to meet the carrier's requirements.

Section 2—Except as provided in Section 3 hereof, the carrier shall give at least 60 days' (90 days in cases that will require a change of an employe's residence) written notice to the organization involved of any intended change or changes referred to in Section 1 of this Article whenever such intended change or changes are of such a nature as to require an implementing agreement as provided in said Section 1. Such notice shall contain a full and adequate statement of the proposed change or changes, including an estimate of the number of employes that will be affected by the intended change or changes. Any change covered by such notice which is not made within a reasonable time following the service of the notice, when all of the relevant circumstances are considered, shall not be made by the carrier except after again complying with the requirements of this Section 2.

Section 3—The carrier shall give at least 30 days' notice where it proposes to transfer no more than five employes across seniority lines within the same craft and the transfer of such employes will not require a change in the place of residence of such employe or employes, such notice otherwise to comply with Section 2 hereof.

Section 4—In the event the representatives of the carrier and organizations fail to make an implementing agreement within 60 days after notice is given to the general chairman or general chairmen representing the employes to be affected by the contemplated change, or within 30 days after notice where a 30-day notice is required pursuant to Section 3 hereof, the matter may be referred by either party to the Disputes Committee as hereinafter provided. The issues submitted for determination shall not include any question as to the right of the carrier to make the change but shall be confined to the manner of implementing the contemplated change with respect to the transfer and use of employes, and the allocation or rearrangement of forces made necessary by the contemplated change.

Section 5—The provisions of implementing agreements negotiated as hereinabove provided for with respect to the transfer and use of employes and allocation or reassignment of forces shall enable the carrier to transfer such protected employes and rearrange forces, and such movements, allocations and rearrangements of forces shall not constitute an infringement of rights of unprotected employes who may be affected thereby.

Article IV

Compensation Due Protected Employes

Section 1—Subject to the provisions of Section 3 of this Article IV, protected employes entitled to preservation of employment who hold regularly assigned positions on October 1, 1964, shall not be placed in a worse position with respect to compensation than the normal rate of compensation for said regularly assigned position on October 1, 1964; provided, however, that in addition thereto such compensation shall be adjusted to include subsequent general wage increases.

Section 2—Subject to the provisions of Section 3 of this Article IV, all other employes entitled to preservation of employment shall not be placed in a worse position with respect to compensation than that earned during a base period comprised of the last twelve months in which they performed compensated service immediately preceding the date of this Agreement. For purposes of determining whether, or to what extent, such an employe has been placed in a worse position with respect to his compensation, his total compensation and total time paid for during the base period will be separately di-

vided by twelve. If his compensation in his current employment is less in any month (commencing with the first month following the date of this agreement) than his average base period compensation (adjusted to include subsequent general wage increases), he shall be paid the difference less compensation for any time lost on account of voluntary absences to the extent that he is not available for service equivalent to his average time paid for during the base period, but he shall be compensated in addition thereto at the rate of the position filled for any time worked in excess of the time paid for during the base period; provided, however, that in determining compensation in his current employment the employe shall be treated as occupying the position producing the highest rate of pay and compensation to which his seniority entitles him under the working agreement and which does not require a change in residence.

Section 3—Any protected employe who in the normal exercise of his seniority bids in a job or is bumped as a result of such an employe exercising his seniority in the normal way by reason of a voluntary action, will not be entitled to have his compensation preserved as provided in Sections 1 and 2 hereof, but will be compensated at the rate of pay and conditions of the job he bids in; provided, however, if he is required to make a move or bid in a position under the terms of an implementing agreement made pursuant to Article III hereof, he will continue to be paid in accordance with Sections 1 and 2 of this Article IV.

Section 4—If a protected employe fails to exercise his seniority rights to secure another available position, which does not require a change in residence, to which he is entitled under the working agreement and which carries a rate of pay and compensation exceeding those of the position he elects to retain, he shall thereafter be treated for the purposes of this Article as occupying the position which he elects to decline.

Section 5—A protected employe shall not be entitled to the benefits of this Article during any period in which he fails to work due to disability, discipline, leave of absence, military service, or other absence from the carrier's service, or during any period in which he occupies a position not subject to the working agreement; nor shall a protected employe be entitled to the benefits of this Article IV during any period when furloughed because of reduction in force resulting from seasonal requirements (including lay-offs during Miners' Holiday and the Christmas Season) or because of reductions in forces pursuant to Article I, Sections 3 or 4, provided, however, that employes furloughed due to seasonal requirements shall not be furloughed in any 12-month period for a greater period than they were furloughed during the 12 months preceding the date of this agreement.

Section 6—The carrier and the organizations signatory hereto will exchange such data and information as are necessary and appropriate to effectuate the purposes of this Agreement.

Article V

Moving Expenses And Separation Allowances

In the case of any transfers or rearrangement of forces for which an implementing agreement has been made, any protected employe who has 15 or more years of employment relationship with the carrier and who is requested by the carrier pursuant to said implementing agreement to transfer to a new point of employment requiring him to move his residence shall be given an election, which must be exercised within seven calendar days from the date of request, to make such transfer or to resign and accept a lump sum separation allowance in accordance with the following provisions:

If the employe elects to transfer to the new point of employment requiring a change of residence, such transfer and change of residence shall be subject to the benefits contained in Sections 10 and 11 of the Washington Agreement notwithstanding anything to the contrary contained in said provisions and in addition to such benefits shall receive a transfer allowance of four hundred dollars ($400) and five working days instead of the "two working days" provided by Section 10(a) of said Agreement.

If the employe elects to resign in lieu of making the requested transfer as aforesaid he shall do so as of the date the transfer would have been made and shall be given (in lieu of all other benefits and protections to which he may have been entitled under the Protective Agreement and Washington Agreement) a lump sum separation allowance which shall be computed in accordance with the schedule set forth in Section 9 of the Washington Agreement; provided, however, that force reductions permitted to be made under this Agreement shall be in addition to the number of employes who resign to accept the separation allowance herein provided.

Those protected employes who do not have 15 years or more of employment relationship with the carrier and who are required to change their place of residence shall be entitled to the benefits contained in Sections 10 and 11 of the Washington Agreement notwithstanding anything to the contrary contained in such provisions and in addition to such benefits shall receive a transfer allowance of four hundred dollars ($400) and 5 working days instead of "two working days" provided in Section 10(a) of said Agreement.

Article VI

Application to Mergers, Consolidations And Other Agreements

Section 1—Any merger agreement now in effect applicable to merger of two or more carriers, or any job protection or employment security agreement which by its terms is of general system-wide and continuing application, or which is not of general system-wide application but which by its terms would apply in the future, may be preserved by the employe representatives so notifying the carrier within 60 days from the date of this agreement, and in that event this agreement shall not apply on that carrier to employes represented by such representatives.

Section 2—In the event of merger or consolidation of two or more carriers, parties to this Agreement on which this agreement is applicable, or parts thereof, into a single system subsequent to the date of this agreement, the merged, surviving or consolidated carrier will constitute a single system for purposes of this agreement, and the provisions hereof shall apply accordingly, and the protections and benefits granted to employes under this agreement shall continue in effect.

Section 3—Without in any way modifying or diminishing the protection, benefits or other provisions of this agreement, it is understood that in the event of a coordination between two or more carriers as the term "coordination" is defined in the Washington Job Protection Agreement, said Washington Agreement will be applicable to such coordination, except that Section 13 of the Washington Job Protection Agreement is abrogated and the disputes provisions and procedures of this agreement are substituted therefor.

Section 4—Where prior to the date of this agreement the Washington Job Protection Agreement (or other agreements of similar type whether applying inter-carrier or intra-carrier) has been applied to a transaction, coordination allowances and displacement allowances (or their equivalents or counterparts, if other descriptive terms are applicable on a particular railroad) shall be unaffected by this agreement either as to amount or duration, and allowances payable under the said Washington Agreement or similar agreements shall not be considered compensation for purposes of determining the compensation due a protected employe under this agreement.

Article VII

Disputes Committee

Section 1—Any dispute involving the interpretation or application of any of the terms of this agreement and not settled on the carrier may be referred by either party to the dispute for decision to a committee consisting of two members of the Carriers' Conference Committees signatory to this agreement, two members of the Employes' National Conference Committee signatory to this agreement, and a referee to be selected as hereinafter provided. The referee selected shall preside at the meetings of the committee and act as chairman of the committee. A majority vote of the partisan members of the committee shall be necessary to decide a dispute, provided that if such partisan members are unable to reach a decision, the dispute shall be decided by the referee. Decisions so arrived at shall be final and binding upon the parties to the dispute.

Section 2—The parties to this agreement will select a panel of three potential referees for the purpose of disposing of disputes pursuant to the provisions of this section. If the parties are unable to agree upon the selection of the panel of potential referees within 30 days of the date of the signing of this agreement, the National Mediation Board shall be requested to name such referee or referees as are necessary to fill the panel within five days after the receipt of such request. Each panel member selected shall serve as a member of such panel for a period of one year, if available. Successors to the members of the panel shall be appointed in the same manner as the original appointees.

Section 3—Disputes shall be submitted to the committee by notice in writing to the Chairman of the National Railway Labor Conference and to the Chairman of the Employes' National Conference Committee, signatories to this agreement, who shall within 10 days of receipt of such notice, designate the members of their respective committees who shall serve on the committee and arrange for a meeting of the committee to consider such disputes as soon as a panel referee is available to serve, and in no event more than 10 days thereafter. Decision shall be made at the close of the meeting if possible (such meeting not to continue for more than five days) but in any event within five days of the date such meeting is closed, provided that the partisan members of the committee may by mutual agreement extend the duration of the meeting and the period for decision. The notice provided for in this Section 3 shall state specifically the questions to be submitted to the committee for decision; and the committee shall confine itself strictly to decisions as to the questions so specifically submitted to it.

Section 4—Should any representative of a party to a dispute on any occasion fail or refuse to meet or act as provided in Section 3, then the dispute shall be regarded as decided in favor of the party whose representatives are not guilty of such failure or refusal and settled accordingly but without establishing a precedent for any other cases; provided that a partisan member of the committee may, in the absence of his partisan colleague, vote on behalf of both.

Section 5—The parties to the dispute will asuume the compensation, travel expense and other expense of their respective partisan committee members. Unless other arrangements are made, the office, stenographic and other expenses of the committee, including compensation and expenses of the referee, shall be shared equally by the parties to the dispute.

Article VIII

Effect of This Agreement

This Agreement is in settlement of the disputes growing out of notices served on the carriers listed in Exhibits A, B and C on or about May 31, 1963 relating to Stabilization of Employment, and out of proposals served by the individual railroads on organization representatives of the employes involved on or about June 17, 1963 relating to Technological, Organizational and Other Changes and Employe Protection. This Agreement shall be construed as a separate Agreement by and on behalf of each of said carriers and its employes represented by each of the organizations signatory hereto. The provisions of this Agreement shall remain in effect until July 1, 1967, and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

No party to this agreement shall serve, prior to January 1, 1967, any notice or proposal on a national, regional or local basis for the purpose of changing the provisions of this Agreement, or which relates to the subject matter contained in the proposals of the parties referred to in this Article, and that portion of pending notices relating to such subject matters, whether local, regional or national in character, are withdrawn. Any notice or proposal of the character referred to in this paragraph served on or after January 1, 1967 shall not be placed into effect before July 1, 1967.

Article IX

Court Approval

This Agreement is subject to approval of the courts with respect to carriers in the hands of receivers or trustees.

National Railroad Adjustment Board Awards

Award Number 13019
BofRS vs. B. & O. Railroad

Claim: (a) The Carrier violates and continues to violate the Signalmen's Agreement when it fails to provide drinking water and toilet facilities at the Maintainer's headquarters at Athens, Ohio.

(b) Mr. C. A. Shay or his successors at this location be allowed an additional 15 minutes daily at the penalty rate commencing August 25, 1958, and to continue until such time as drinking water and toilet facilities are furnished at the headquarters.

Opinion of the Board: The record supports Petitioner's claim that Carrier failed to "make available" drinking water and water suitable for domestic use at Maintainer's headquarters at Athens, Ohio, within the meaning of Rule 58 of the Agreement.

Water was made available on April 9, 1959, within a distance of 12 feet from the headquarters, Carrier thereby coming into compliance on that date. Therefore violation in this respect existed for the period August 25, 1958 to April 9, 1959.

It is further claimed that Carrier also violated that portion of Rule 58 which provides that ". . . toilets shall be accessible."

We are of the opinion that the language chosen by the parties in respect to toilet facility requirements compels assurance of certainty of usability at a point within reasonably close proximity and convenience from the headquarters structure.

In its submission, Carrier refers to a toilet located within 525 feet of the headquarters building of the Signal Maintainer and 31½ feet from the center line of the closest track.

Petitioner states concerning the alleged location of such a facility: (1) No reference to it was made in the discussions on the property and therefore this may not now be considered as any part of the Carrier's position before this Board, and (2) investigation of these alleged facilities made by Petitioner disclosed that the toilet referred to was locked with a special car lock which could be opened only by a Car Repairman; therefore the place was not accessible to Signal Maintainer.

An examination of correspondence appearing in the record, of Memorandum of Conference between the parties held on November 14, 1958 and of "Joint Statement of Agreed Upon Facts" contained therein, as well as comparison of dates of correspondence and of the initiation of action before this Board, shows that the Petitioner's position is well-taken concerning inadmissibility of a claimed location of toilet facility approximately 525 feet from Maintainer's headquarters. Carrier's position up to January 7, 1960, the date on which Petitioner served notice of claim on this Board, is shown to have been that:

(a) Water but not toilet facilities were available in Freight Station located 1,250 feet east of headquarters, and

(b) toilet and water facilities were available in passenger station located 1,800 feet east of headquarters.

Under these circumstances, the facts before us are those recited in (a) and (b) of the foregoing and our determination must be made in response to positions based on said facts only.

Our conclusions are that Rule 58 was here violated both in respect to water availability and toilet accessibility. There is no showing in the record that the lack of toilet facility was remedied as of any particular date—as in the case of the water facility.

As to appropriate redress, the following considerations arise:

1. The Agreement does not provide for penal levies for violations of this kind.

2. We are persuaded that tangible injury of a kind generally translatable into dollars and cents values was inflicted on Claimant by the violations which here occurred.

3. It is not now reasonably possible to compute such damages in precise quantitative terms of cause degree and loss effect.

4. A determination is justified and called for which would constitute an "appropriate finding of damages" (See Award 5186) to remedy the effect on the Claimant of lack of compliance.

On the basis of the foregoing considerations we deem appropriate compensation to be 15 minutes pay at regular time rates for all working days during the period of August 25, 1958 to April 9, 1959 and an additional amount equal to 10 minutes pay at regular time rates for all working days from the period April 10, 1959 to such date as the Carrier continued in violation by not making toilets accessible.

Findings: That the Agreement was violated in respect to failure to make available water facilities at Maintainer's headquarters at Athens, Ohio for the period of August 25, 1958 to April 9, 1959 and also in respect to failure to make toilets accessible at the same location for the period of August 25, 1958 until such later date as such facilities have been or will be made accessible to him.

Award: Claim is sustained to the extent that Claimant be allowed an additional 15 minutes daily pay at regular rates for the period August 25, 1958 to April 9, 1959 and 10 minutes daily at regular rates for the period of April 10, 1959 to such date as toilet facilities have been or will be made accessible to him.

Award Number 13092
BofRS vs. Illinois Central

Claim: On behalf of Signal Foreman L. C. Smith, Signalman M. D. Burns, Assistant Signalmen C. F. Brewer, L. D. Smith, E. L. Smith, H. E. Smith, and Signal Helper J. A. Durdin, employes of Tennessee Division Signal Gang No. 311, for compensation for all time a St. Louis Division Signal Gang performed work on the Tennessee Division beginning on or about October 5, 1959.

Opinion of the Board: On October 5, 1959 a St. Louis Division Signal Gang was transferred and commenced work in the Seniority District of the Tennessee Division Signal Gang. It continued to work in said district until on or about November 13, 1959. During such time it worked on projects separate from the Tennessee gang.

The Claimants, members of the Tennessee gang, file this claim for all the time worked by the St. Louis gang in their district. It is their contention that the transfer across seniority lines was in violation of the Agreement.

Carrier contends that such transfer was authorized in this case by the second sentence of Rule 418. This provision reads:

"However, during a large signal construction program a signal gang may be temporarily transferred from its seniority district to the district on which the work is in progress to assist in the construction program when a majority of the employes in such gang agree in writing to such temporary transfer, copy of which will be furnished the General Chairman by the Signal Supervisor."

Claimants contend that the circumstances contemplated by the Agreement are not present in this case. It is their position that the above provision only applies "during

a large construction program" and as such restricts Carriers right to transfer across district lines. They also contend that such a program was not "in progress" and that they were not "being assisted" by the St. Louis gang.

"During a large signal construction program" certainly contains some restrictions upon Carrier's right to transfer across district lines. It at least contemplates transfer only when there is work other than routine construction or a slightly increased construction program. However, nothing in the language indicates whether the program intended to be covered could or could not be made up of several separate construction projects. Furthermore no awards appear to cast any light upon the matter to facilitate a proper interpretation. The importance of the interpretation is increased by the fact that it provides the basis for a decision on whether the St. Louis gang was "assisting" the Tennessee gang in the construction program although it was admittedly working on separate projects. Further, the interpretation has a very direct bearing on interpreting the provision with regard to whether the construction program was "in progress." Thus, we are mindful that if we interpret the several projects to be a part and parcel of "a large signal construction program" within the meaning of Rule 418, then it may well follow that one signal gang is "assisting" another in a district where the program is "in progress" even though they work on entirely separate projects within this construction program. Conversely, if the separate projects are not considered to be a part of the large construction program, then it follows that there is no "assisting" unless both are working on the same project. It further follows that the construction is not "in progress" by reason of work on a separate project unless that project is deemed to be a part of the "construction program."

In examining the record, we find very little to help us in properly interpreting this provision of Rule 418. Claimants assert that this was not a "large construction program" because there were several separate projects. They also insist that the program was not "in progress" because the work on the interlocking plant at Rives had never been started before the arrival of the St. Louis gang, while admitting that they were working on a separate project. They contend that they were not "assisted" by the St. Louis gang because they worked on separate projects.

The Carrier counters with the argument that each of these separate projects were part of a "large construction program" which was already "in progress" by reason of work on some of the separate projects and that the St. Louis gang was "assisting" in such program by working on separate projects which were a part of the overall program.

Although the assertions by both parties are unequivocal, little or no evidence is offered to support either position. The Claimants point that each of the separate projects has a separate authority for expenditure (AFE) number. The Carrier counters by showing that each Authorization for Expenditure was a subhead of AFE 3645, or some other part of the claimed construction program. This evidence merely points up the issue to be decided but does not aid us in reaching a decision.

We have repeatedly held that the complaining party must shoulder the burden of proving that the Agreement has been violated.

The record before us in this case does not present evidence which could prove to us that the separate projects were not a part of a "large construction program." Neither does it prove to us that the Claimants were not "assisted" in a program of construction "in progress."

Claimants argue that Rule 418 was also violated in that the General Chairman was not furnished a copy of the Agreement to be transferred until approximately 11 months after such Agreement was signed. It will be noted that the above rule requires that the General Chairman be furnished a copy, but does not specify a time limit within which this may be done. Even though no specific time limit is spelled out, it certainly appears that the copy should have been furnished with reasonable promptness. It is equally clear that such was not done in this case. In fact it was not delivered until long after complaint had been made regarding this matter. We are therefore of the opinion that such failure on the part of the Carrier violates the above quoted Rule 418.

Perhaps the most perplexing problem of all is in fixing the proper remedy for such a violation. Carrier takes the position that such a violation, if any, was merely technical and resulted in no damage to Claimants. It argues that the failure to promptly furnish the Agreement in no way affected the rights of any of the Claimants and that no penalty should be assessed against Carrier.

Claimants insist that the Agreement be enforced and that violations be punished. They are unable to explain the purpose of the rule violated and offer no evidence that Carrier's failure to furnish the Agreement within a reasonable time actually resulted in any detriment to their position. In short, they merely ask that the claim be sustained because the Agreement was violated.

We are of the opinion that such a penalty is not warranted in this case. It would appear that some awards of this Board have deviated from strict rules of the law of damages with regard to contract breaches. Apparently some referees are of the opinion that punitive damages can and should be assessed for breaches of the Agreement by the Carrier in order to effectuate intent and purpose of the Railway Labor Act. They feel this is necessary to insure against Carrier's indifference toward violations where the fact or quantum of damages are difficult of proof. Although we are in Agreement with the policy of discouraging any Agreement violation, we do not feel that the violation involved herein would warrant the assessment of damages such as are claimed in this matter. There is no casual connection between the violation and the damages claimed. We are not inclined, in this case at least, to assess the claimed damages, or any other large amount, as punitive damages. There is no evidence that the failure to promptly send a copy of the Agreement was intended, or had the effect of depriving any employe of his rights. So, without ruling on the propriety of imposing punitive damages for breach of contract in all cases, we hold that punitive damages are not warranted in the case before us. We are of the opinion that the awarding of nominal damages in this case will serve to prevent a recurrence of the violation involved herein.

Findings: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds that the Agreement was violated.

Award: Claimants awarded nominal damages in the total amount of $1.

Award Number 13133
BofRS vs. Chicago & Ill. Midland

Claim: (a) The Chicago and Illinois Midland Railway Company violated the Signalmen's Agreement effective July 1, 1946, Revised and Reprinted October 1, 1951, as

amended, when it failed and/or refused to apply the Scope (Article One), Classification (Article Two), and the work definition spelled out in Rule 3 of the Agreement, as well as the rules covering Hours of Service, Call, Bulletin, Assignment, Promotion, Seniority, and other rules of the Agreement, by not assigning the radio work, which is specifically spelled out in Rule 3 of the Agreement, to employes covered by the Agreement.

(b) E. I. Ball, Foreman, and T. J. Fernandes, Leading Signalman-Inspector, be allowed an adjustment in pay for an amount of time at the straight time rate for an amount of time equal to that performed by employes not covered by the Signalmen's Agreement while performing the work of installing, repairing, fitting-up, wiring, and the maintenance of all radios and their appurtenances and appliances since July 1, 1958, until such time as the work is properly returned to employes covered by the Signalmen's Agreement.

Opinion of the Board: This claim is presented by the Brotherhood of Railroad Signalmen, for compensation for work performed by the Brotherhood of Electrical Workers, in alleged violation of Claimant's agreement with the Carrier. It is clear in cases of this nature, that we are not ruling on the relative merits of the various Brotherhood Agreements. We are concerned with the interpretation and application of the agreement existing between the Carrier and the Claimant in this case. It is no concern of ours what other agreements the Carrier has entered into with other crafts. We are called upon to determine if there has been a violation of the agreement involved in the instant claim.

The Organization relies on Rule 3-B. (a) which reads as follows:

"B. Signal Department:

"Construction, reconstruction, repair and maintenance of—

"(a) Electric, electro-pneumatic, pneumatic, electro - mechanical or mechanical interlocking s y s t e m s; semaphore, color light, position light or color position light signals and signaling systems; electric, electro-pneumatic, pneumatic, mechanically operated signals and signaling systems; car retarder systems; centralized traffic control systems; highway crossing protective devices; communication systems, including radio, telephone, and telegraph lines and equipment and office equipment; Buffer type spring switch mechanisms when used in main line or in automatic signal or centralized train control territories."

Carrier argues that Rule 3-B. (a) is limited by the language of the Scope Rule, and that such language excludes rolling stock. We do not find such exception in the rule, and have been unable to determine any logical basis for even an implication of such theory.

The language of Rule 3-B. (a), "communication systems, including radio," seems to us to clearly cover the subject of this dispute. We find nothing to eliminate radios on rolling stock from this language.

We hold that the Carrier had the duty to use the signalmen in the installation of the radios involved.

There is some question concerning the maintenance of these radios. We hold that the Carrier had the right to contract out the maintenance involved. As a result thereof, this award does not apply to anything other than the installation work.

There is also some dispute as to the number of hours consumed in the installation process. We hold that Claimants shall be paid compensation for an amount of time equal to that time actually consumed by those employes who performed this work, as reflected by the records of the Carrier. Such compensation to be at the straight time rate.

Award: Claim sustained as per Opinion.

Award Number 13167
BofRS vs. Hudson & Manhattan

Claim: (a) The Carrier promptly take the necessary steps to provide relief coverage on Tour A-9 on Friday; in addition to Thursdays, which are now covered by relief Tour No. A-13.

(b) The Carrier assign Mr. M. Hobby, Jr., occupant of Tour A-9, to work his position on the second of his rest days, Friday, until such time as this day is included in a relief assignment.

(c) The Carrier commencing Friday, November 13, 1959, and continuing until the Friday is included in a relief assignment, pay Mr. Hobby eight (8) hours at time and one-half rate for each Friday, for service performed, or for such service to which entitled but not assigned.

Furthermore, the above claim originally submitted by General Chairman J. J. Reese to Mr. A. D. Moore, Superintendent Signal System and Way on January 11, 1960, should now be allowed in its entirety by virtue of the fact that Mr. Moore failed to notify General Chairman Reese of his decision within the prescribed time limits of Rule 61 (c) of the Signalmen's Agreement.

Opinion of the Board: The merits of this claim were not discussed by either side. The only question is whether the continuing claim should be sustained "as presented" or limited to the time the carrier actually declined the claim on the property.

The claim was filed on January 11, 1960 for continuous payment from November 13, 1959 until the relief position in dispute was established.

On March 3, 1960 the Carrier denied the claim on its merits but admitted that it had failed to meet the time limit rule in Rule 61 (c). It agreed to pay the claim, however, for November 13, 1959 only since, in the Carrier's opinion, the Agreement does not provide for continuous claims. On March 10, 1960, however, the Carrier changed its mind and denied the claim in its entirety. Upon further consideration and still contending that the Agreement does not provide for continuous claims, the Carrier on May 27, 1960 agreed to pay the claim for November 13, 1959 for failure to meet the time limit rule.

The relief position in issue was established commencing June 17, 1960, hence the dispute with respect to the position terminated on June 10, 1960.

The validity of continuing claims is too well established for the Carrier's position on this point to be seriously considered.

It does not seem to be well established, however, whether the Carrier is obliged to pay continuing claims "as presented" when it fails to observe the time limit rule or pay only that part of the claim up to the time it actually declines the claim. If the claim in this case were paid, as presented, the Carrier would be required to pay the claim up to June 10, 1960. If the claim were paid up to the time the Carrier actually declined the claim, it would be required to pay up to March 3, 1960 when it declined the claim on its merits, but agreed to pay for one day because it had failed to observe the time limit rule.

The employes' position on the question is clear. They contend that the time limit rule, which provides specifically that "the claim will be allowed" if the Carrier fails to notify the claimant of its decision within the prescribed time limits, means just what it says—that "the claim", whether continuous or not, should be allowed as presented no matter what the consequences.

While there is a division of opinion on the point, the preponderant

and more recent authority is that the claim should be allowed up to the date the Carrier actually denies the claim. See Awards 8318, Daugherty; 10401, Mitchell; 10644, Bailer; 11211, Miller; 11326, 11798, Dolnick; 12713, Reagan. These opinions and others, however, which limit compensation to the date the Carrier belatedly denies the claim, do not provide clear reasons why this conclusion has been reached. At best, there is the implied argument that continuous claims should not be sustained prospectively after the Carrier belatedly denied the claim, because of potentially absurd results, as where one union claims work which actually belongs to another union.

Understandably, this rationale, having an equitable rather than a legal base, has concerned the employes who properly resist decisions which they think make rather than interpret contract provisions.

While the majority view makes good sense in equity, the same results can be reached through analysis of the existing time claim and time limit rule.

Just as Rule 61 does not provide for continuing claims, but are accepted within the intention of the rules, so should it be accepted that a continuing claim is not one claim but a series of claims to which the time limit rule applies successively as each claim matures. Given such construction of "the continuing claim rule," it follows that each of the series of claims should be allowed (measured by days since this is the standard used in the time claim and time limit rule) for so long as the Carrier remains in default of the time limit rule. At the point the Carrier notifies the claimant in writing of its decision, the Carrier cures its procedural default and the substantive issue is joined prospectively. If the employes win on the merits, their claim will be sustained for the full period of the claim. If not, their claim will be sustained for the period in which the Carrier was in default of the time limit rule.

In this case, the employes did not support their claim substantively, hence the claim cannot be sustained for the full period. The claim can be sustained, however, up to March 3, 1960 since this was the first time the Carrier notified the claimant in writing of its decision.

Findings: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds that the Agreement was violated.

Award: Item (c) of the claim is sustained, except that Carrier's obligation to pay the claim shall not extend beyond March 2, 1960.

Award Number 13209
BofRS vs. Southern Pacific

Claim: (a) The Southern Pacific Company violated the current Signalmen's Agreement, effective April 1, 1947, (reprinted April 1, 1958 including revisions), when it failed and/or declined to apply the Scope, Classification, Hours of Service, Call, Bulletin, Assignment, Promotion and Seniority Rules, or other provisions of the Agreement, when they failed to use Signal Department employes to perform signal work, in the installation of air lines to the pneumatically and electrically controlled derails for the one car stop repair installation at the Eugene Yard, Oregon.

(b) Mr. D. G. Myers, Mr. B. W. Durfee, Mr. G. G. Winegar, Mr. V. R. Crawford, and Mr. J. A. Nichols, be allowed eight (8) hours each at the straight time rate of Signalmen's pay for each of the following dates, and eight (8) hours each at the Signalmen's straight time rate of pay on each date the Carrier continues to violate the current Signalmen's Agreement, August 8, 9, 10, 11, 12, 15, 16, 17, 18, 19, 22, 23, 24, 25, 26, 29, 30, 31, September 1, 2, 6, 7, 8, 9, 12, 13, 14, 15, 16, 19, 20, 1960.

Opinion of the Board: The Employes allege that:

"The facilities at the Eugene Yard include a car repair installation that involves a signal, a pneumatic car retarder, and electrically-controlled pneumatic derails. The compressed air that is used to operate the car retarder and derails is furnished by the air compressors that were installed for the sole purpose of furnishing air for the operation of the car retarders in the car retarder system at Eugene. Signal Department employes covered by the current Signalmen's Agreement maintain the signal and the derails. They also maintain the car retarder, including the shoes, spring and air cylinder."

We find that these allegations are consistent with the position taken by the Employes during handling of the claim on the property, and we also find from the correspondence in evidence that these allegations were not denied by Carrier on the property.

In its submission to the Board Carrier asserts, apparently for the first time:

"The primary source of power for the derails for which air lines in dispute were installed is those air compressors referred to in paragraph 2 above, which provide air for the one-spot car repair facility and are located at that facility. It is a fact that there is an emergency air line running between the air compressors at the car retarder and the one-spot car repair facility which was installed by Water Service Department employes and ties into the air line at the one-spot car repair facility running from the air compressors at that facility to the derails involved in this claim. However, this line is for emergency use only, in the event of a power failure at the one-spot car repair facility, and since that facility has been in operation—since approximately December 1, 1960—has been used but once, and in that instance provided necessary power for all air-operated equipment at the one-spot facility and not just the derails subject of this claim."

If these allegations of Carrier were properly before us, we would have a different case; but as the Employes point out in their rebuttal statement, these allegations were never made during handling of the claim on the property and hence are inadmissible under our rules of procedure. The Employes also challenge the correctness of the allegations.

Carrier's argument to the Board includes the statement that:

"In 1956, Petitioner initiated on this property claim on behalf of Signal Department employes which involved, among other things, the installation of air lines leading from the air compressors of the car retarder installation at Eugene to the point of utilization at the car retarder by Water Service Sub-Department employes. That claim has been docketed by this Division as SG-9805, and to this time no award has been made thereon. In that case, as it is in this Docket, it was Carrier's position that air lines leading from the source of power (air compressors) to the equipment utilizing that power—in that case car retarder units and direct acting switch machines—are not an integral part of said equipment. In Carrier's view, that is the controlling issue in this case. . . ."

In Docket SG-9805, Award 10730, we sustained the right of the Signalmen to install the air lines and allowed certain Claimants one dollar each as nominal damages.

On the record before us, we conclude that Award 10730 is controlling here and each of the five Claimants in this case should be allowed one dollar.

Award: Claim sustained to the extent indicated in the Opinion.

By SIDNEY MARGOLIUS, for The Signalman's Journal

THE PUBLIC MAY NOT realize it yet, but the recently announced cuts in the U.S. Agriculture Department budget will eliminate one of the few remaining Government sources of consumer research and information.

Among other reductions totaling $5 million dollars, the Department plans to eliminate its research and information on clothing, housing and household equipment. These particular savings amount to $550,000.

The relatively small saving will end a number of projects and pamphlets that have benefited many city and suburban as well as farm families. Among the projects that will be eliminated by the budget cut are the Beltsville energy-saving kitchen; designs for low-cost homes; research and pamphlets on selection and use of washing machines, refrigerators, sewing machines and freezers, and all the clothing research aimed at helping consumers.

The clothing research had produced such useful pamphlets as those on self-help clothing for children, buying men's suits, fitting women's coats and dresses, clothing for the physically handicapped making household fabrics flame resistant, carpet and rug repair, and others.

The energy-saving kitchen project is (or was) one of the most famous of the Government's consumer services. It developed the U-shaped design which has influenced home builders and guided kitchen remodeling by both urban and farm families.

Another highly-useful project, of the type that will be ended by the economy drive, was the research on laundering, which showed that disease bacteria survived through home laundering of clothing, and that additional sanitary products such as pine oil were needed in the wash water.

The clothing research also made a study of varying sizes of children's clothing produced by different manufacturers. The research on sizes has influenced some manufacturers to adopt standard sizes so that a size 10 of one manufacturer now is more likely to be the same as another's.

Ironically, the discontinuance of the major source of practical consumer information to moderate-income families comes in spite of the Administration's previous promise to aid consumers. It also occurs just as the Government is embarking on a program of aid, including the promise of consumer guidance, for limited-income families through the Economics Opportunites Act. These are the very families who need the kind of information provided by the about-to-be-ended research services.

No other government or private agency produces this kind of impartial information especially keyed to moderate-income needs at the low or no cost of these pamphlets.

In addition to the wide distribution the pamphlets received, the usefulness of the Agriculture Department's consumer research was pyramided through many newspaper and magazine articles based on the findings.

The Department will continue research and publication of pamphlets on food buying and use. It also plans to make available the clothing, household and equipment pamphlets while supplies last or until the information becomes obsolete.

The planned reduction in Agriculture Department consumer projects is the latest of a series of Government withdrawals from tangible consumer guidance services, beginning in 1948 when the Agriculture Department's Office of Consumer Counsel, and Consumer's Guide magazine were discontinued. The National Bureau of Standards also halted during the Eisenhower Administration, its own consumer research which had produced valuable information on auto batteries, antifreeze, other car equipment; rug padding, luggage and other goods.

Then in 1955, Dr. Byron T. Shaw, Agricultural Research Service administrator, ordered a reduction in consumer research. But protests by the American Home Economics Association and others resulted in a Congressional review of the edict, and subsequent reinstatement of the research.

The Agriculture Department's consumer research often has come under attack from other interests, notably from some businessmen, at times when the information produced was too frank. One frequent criticism is that the Agriculture Department should concern itself with food and farmers, not with homes, clothing and equipment. The traditional justification for the Department's consumer work was that it aided farm families. However, the even greater need now is for such information for limited-income families in what Agriculture Secretary Orville Freeman himself recently described as an era of shopping confusion.

In response to a question, Secretary Freeman said he expected that manufacturers would now do this research themselves.

Although the Department plans to cut back consumer research, it will continue the "consumer preference" surveys which help manufacturers decide what to sell. A typical project of this type surveyed attitudes of teenagers towards various clothing manufacturers "to help manufacturers meet the wishes of consumers." This information manufacturers could readily find out for themselves without the Government footing the bill.

Pamphlets Still Available

This writer has secured from the Agriculture Department a list of pamphlets of the type which eventually will be discontinued but on which the Department still has some stock. You can get these at no cost by sending a postcard to the Office of Information, U.S. Agriculture Department, Washington, D. C. 20250. A postcard is more convenient all around. Here are the titles and numbers:

A Step-Saving U Kitchen, (G-14).

Easy to Build Kitchen Cabinets, (T-18).

The Beltsville Kitchen Workroom with Energy-Saving Features, (G-60).

Removing Stains from Fabrics, (G-62).

Simplified Clothing Construction, (G-59).

A Consumer's Guide to USDA Services, (Misc. Pub. 959).

Simplified Plumbing Repairs, (FB-2202).

Family Food Budgeting for Good Meals and Good Nutrition, (HG-94).

Legislative News

Indiana General Assembly to Consider Bill Providing Sanitary Facilities for RR Employes

BROTHER R. T. McGILL, Brotherhood Legislative Representative in Indiana, recently reported that the 94th session of the Indiana General Assembly opened on January 7.

On January 15 the Joint Committee of legislative representatives of the railroad brotherhoods in Indiana proposed a sanitation bill to be introduced in the House. Brother McGill reported that the Committee had wanted the bill to go to the House Transportation committee but was assigned to the House Health Committee instead.

After some delay the Representatives were successful in having the bill set for hearing on January 26. The Bill, numbered H. B. 1122 would, if enacted require every railroad company within the State of Indiana to "provide and adequately maintain a heated room or rooms at all terminals, headquarters and regular assembly points in the operation of said railroad company, for the use of its employees, containing sanitary drinking water dispensed in a sanitary manner, sufficient lockers for checking employees' clothing, and adequate toilet facilities, properly enclosed."

In addition, "Whenever the Public Service Commission of Indiana shall secure reliable information, or complaint shall have been made, or because of reports made by its inspectors shall have reason to believe, that any railroad company in this state does not provide and adequately maintain the sanitary facilities provided for in this act, it shall be the duty of said commission to cause such investigation to be made as it may deem necessary, and when such investigation shall have been made, said commission shall make a report to the manager or superintendent of the railroad company. In said report and recommendations, the commission shall make an accurate statement of the time such examination was made, of the exact location, character and extent of such defects or omissions, if any such shall have been found, and shall also recommend such reasonable changes and improvements, additions, buildings and accommodations, as are, in the opinion of the commission, necessary to remedy such faults, neglect, requirements or defects. Such recommendations shall set out specifically a reasonable time within which such improvements or changes or additions shall be made by the railroad company. If they are not so made within said time so specified, then the commission, if it deems it best so to do, may commence proceedings by mandamus or other remedy, in some circuit or superior court having jurisdiction of the carriers, to enforce compliance with its order. All courts, circuit, superior, appellate or supreme, as shall obtain jurisdiction in these cases, shall give preference to such cases, and shall hear and determine the same speedily to the end that the employees' interests and the public interests may not suffer."

Other bills which were considered by the General Assembly in opening sessions included Senate Bill No. 1 introduced to repeal the infamous Right to Work Law. As reported elsewhere in the *Journal*, the bill passed the Senate by a vote of 35 to 15.

COPE Report

It's Time to Change Outdated Voting Laws

Editors Note: This is another of the monthly reports prepared by the AFL-CIO Committee on Political Education for publication in The Signalman's Journal.

ABOUT 40 MILLION ELIgible citizens did not vote in last November's elections.

Millions of them wanted to vote, but couldn't. Many of these were union members and members of their families.

They were locked out of the voting booth by outdated, restrictive registration and voting laws, designed to discourage, rather than encourage, voting.

There is a job to do, and the job is to knock down the barriers in the path to the voting booth. The way to do the job is, in the first place, to make it easier for citizens to register, and in the second place to make it easier for them to vote.

A sound register-and-vote program has been proposed by an 11-member blue-ribbon commission headed by U.S. Census Bureau Director Richard Scammon.

Most Scammon Commission proposals call for action by state legislatures, 48 of which are in session this year. Others require action by local election boards.

You can help by telling your state representative—or local election officials — of the Scammon Commission program and urging their support.

Following are the commission recommendations. Check your state and community election laws to see how they measure up to this blueprint.

- Each state should appoint a commission to study in detail its election laws and practices. Counties and cities also should review their procedures.
- Registration should be made convenient for all citizens. (The commission recommended door-to-door registration, appointment of deputy registrars, precinct and mobile registration, and use of fire stations, police stations and libraries as year-around registration places.)
- State residence requirements for voting eligibility should not exceed six months.
- Local residence requirements should not exceed 30 days.

• New state residents should be allowed to vote for President.

• Voter registration should remain open as close to election day as possible and should not end more than 3-4 weeks before election day. (Some states now cut off registration nine months before election day.)

• Voter lists constantly should be kept up to date.

• Registration should be cancelled only if a voter fails to vote in all elections in a four-year period.

• Registation lists should be used only for electoral purposes—not for tax assessment, jury selection or other non-voting purposes.

• States should eliminate restrictions on absentee registration for fully qualified citizens who can not appear in person at places of registrations.

• Literacy tests should not be a requirement for voting.

• Election day should be proclaimed by the President a day of dedication to democracy, and states should make it a half-day legal holiday to give citizens more opportunity to vote.

• Polling places should be equipped to eliminate long waiting periods.

• Polling places should open early on election day and remain open at least until 9 p.m.

• States should provide every possible protection against election fraud. (The commission recommended specifically that states provide effective bipartisan election boards and poll watchers representing both parties in all polling places.)

• Voting by persons 18 years of age should be considered by the states.

• Candidacy should be open to all. Every person or party seeking office should be assured every reasonable opportunity to appear on the ballot.

• The right to vote should extend to those living on federal reservations. (Several hundred thousand citizens living on certain federal lands do not have the right to vote.)

• The absentee balloting system should be liberalized to permit voting by mail for all qualified persons who are absent from home on election day.

• The poll tax should be eliminated.

• Each state should keep informed of other states' registration and voting practices and should stay abreast of improved methods and systems.

Determine Your Rights Under FELA

Members who are injured on the job and the dependents of those members who have been killed or have died as the result of such injuries should by all means ascertain their rights and benefits under the Federal Employers' Liability Act before attempting any settlement with the railroad.

Below is a list of attorneys who, on the basis of information made available to us, are competent to give full information and assistance to those in need of it.

This list is compiled and maintained on the strength of information furnished us by both attorneys and members. The accuracy of the list that we will publish from time to time depends entirely on the information furnished us. Therefore, everyone concerned is urged to keep us informed, regarding cases handled, nature of the case, terms of the settlement, commendations, criticisms, etc.

Vice President G. Orndorff, Room 1812, 220 South State Street, Chicago 4, Ill., has been designated to receive and compile this information.

Atlanta, Ga. Thomas J. Lewis, Jr., 905 Healy Bldg.
Tel. JAckson 2-4229

Baltimore 2, Md. Bernard M. Savage, 10 Light St., 30th Floor, Maryland National Bank Bldg.
Tel. MUlberry 5-2713

Bergenfield, N.J.
Charles J. Tyne
104 N. Washington Ave.
Tel. DUmont 4-9433

Birmingham 3, Ala.
Rives, Peterson, Pettus & Conway, Seventeenth floor, Twenty-one Twenty-one Building.

Boston 8, Mass. Francis H. Farrell, Suite 701, Old South Bldg., 294 Washington Street.
Tel. LIberty 2-3270

Chicago 2, Ill. Henslee-Monek-Henslee, 120 Madison Bldg.
Tel. STate 2-5925

Cleveland 14, Ohio. Howard M. Metzenbaum, 700 Union Commerce Bldg.
Tel. PR 1-4515

Denver 2, Colo. Alex Stephen Keller, 316 Symes Bldg.
Tel. ALpine 5-3603

East St. Louis, Ill. Dan McGlynn, 120 N. Main Street.

Fort Worth, Tex.
Contact George L. Schmidt, at Houston 2, Texas.

Houston 2, Tex.
George L. Schmidt, 1307 American Investors Bldg.
Tel. CA 2-2268

Kansas City, Mo. Ernest Hubbell, 2505 Power and Light Bldg., 14th & Baltimore Ave.
Tel. BAltimore 1-5666

Kansas City, Mo. Frank X. Mattes, 1014 Argyle Bldg.
306 E. 12th Street.
Tel. HArrison 1-5570

Los Angeles 13, Calif. Clifton Hildebrand, 408 So. Spring St., Suite 205.
Tel. MAdison 9-2214

Minneapolis 2, Minn. Eugene Rerat, 1100 First National Bank Bldg.
Tel. FEderal 9-9231

New York 17, New York. John V. Higgins, 535 Fifth Ave.
Tel. YUkon 6-1377

Oakland, Calif. Clifton Hildebrand, 1212 Broadway.
Tel. GLencourt 1-6732

Pittsburgh 19, Pa. Robert B. Ivory, 711 Frick Bldg.
Tel. GRant 1-4780

St. Louis, Mo. Ernest Hubbell, 408 Olive St. Suite 302. Tel. CHestnut 1-0505

St. Louis, Mo. Frank X. Mattes 611 Olive St., Suite 1814.
Tel. MAine 1-6992

Salt Lake City 1, Utah. Wayne L. Black, 530 Judge Bldg.
Tel. EMpire 4-3566

San Antonio, Tex., 78205, George L. Schmidt, 1515 N.B.C. Bldg.

Seattle, Washington, 98104, Arthur E. Piehler, 27th Floor Smith Tower.
Tel. Main 4-4700

Sherman Oaks, Calif. John M. Ennis, Suite 27, Lydee Bldg., 15445 Ventura.

Syracuse, N.Y. J. Murray Dunn, 707 State Tower Bldg.
Tel. HA 2-0303

Vicksburg, Miss. W. W. Ramsey, First National Bank Bldg.
Tel. VIcksburg 63-6-5561

Wichita 2, Kans. John C. Frank, 610 Union National Bldg.
Tel. HObart 4-0346

Wichita, Kans. Payne H. Ratner, 444 N. Market, P.O. Box 306
Tel. AMherst 2-6423

LOCAL LODGE NEWS

By, for and about B. of R. S. members

Rock Island

HUTCHINSON, KANSAS (78). Our 91st regular meeting was held at the Shamrock Hotel in Dalhart, Texas on February 6. The meeting was called to order by Chief Signalman C. M. Rigg at 10:30 p.m. Members present were: C. M. Rigg, R. L. Wharry, I. M. Large, A. L. Baker, A. L. Martin, and L. E. Case.

We appreciate having General Chairman R. A. Watkins present, considering that it is nearly a 300 mile drive to Dalhart from El Reno. We are all aware that our General Chairman is conscientious in his efforts to promote our Brotherhood, in the best interest of our members.

The problem of the failure of members to attend Local meetings was discussed. All members who do attend derive some benefit by attending and the members not in attendance are certainly missing out.

Meetings are held quarterly. Think about it and plan to attend your next Local meeting.

Brother Watkins reported that former supervisor E. L. Bartholomew has been in poor health for some time. We extend our best wishes to "Ed" and hope he gets to feeling better and is able to enjoy his retirement.

Brother Case commented that he was on the last pages of Local 78's minute record book which was started July 16, 1939. It is rather interesting to read through it and follow the progress of our Local throughout the years.

Our next regular meeting is to be held in Herington, Kansas on May 1 and will convene shortly after the arrival of train No. 40.

Brother Wharry was appointed Chaplain and closed the meeting with prayer at 1:30 a.m. L. E. CASE

P. R. R. — P. R. S. L.

MAGNOLIA, N. J. (58). Our Local meeting was held Wednesday, February 10, at Hammonton, N. J. on Egg Harbor Road.

Brother George Henry reported on his meetings with Durst and McConnell in Camden and Philadelphia, Pa., and on other matters of concern to our Local.

We want to tell our Brothers from the former Atlantic District that they should attend these meetings as problems arising from the construction of the high speed line concern all of us.

Inspector Mike Welsh of the Atlantic District is acting Assisting Foreman. The gang is running cable for telephones on the Bridge branch.

Brother Ott is kept runnng wth all those failures occuring on his section.

Brother James Ritchie sustained injuries to his leg and head when he fell down a bank recently. He is off work at the present time but we hope he will be back soon.

Some Brothers have moved and are not receiving their *Journal*. They should notify the Editor who will correct the mailing list. I will send in those changes I know about. Be sure to give your zip code number if you write to the *Journal*.

We want to thank Brother Inman's wife for the swell hamburgers that were served at our February meeting. We also extend thanks to Brothers Inman, Coho, and Wm. Gilbert for their work on our entertainment committee.

Refreshments are now being served at all our meetings, so why not come out and enjoy them with us.

Your secretary will soon start to install the telephones in the new tower at Cooper.

Brothers Postoll and Danley are now installing telephones at Atlantic City, N.J.

We were pleased that retired Brother Russ Newman could be with us at our meeting and we extend an invitation to all retired Brothers to visit us at any time, we would enjoy seeing them.

Brother Jim Hummell recently had an eye operation. We hope you feel beter, Jim. J. L. NACK

Refreshments prepared by Mrs. W. E. Coho were served by members of the entertainment committee of Local 58 following a recent meeting. Committee members shown in the photo above are: from left to right, William H. Gilbert, Ralph E. Inman, and W. E. Coho. Members are advised that refreshments will be served at all meetings of the local.

Santa Fe

MC PHERSON, KANSAS (33). Our regular monthly meeting was held January 16 at the Plaza Hotel in Kansas City, Missouri and it was one mighty cold day. Chief Signalman Roberts chaired the meeting. Vice President B. H. Steuerwald and General Chairman W. H. Lewis also attended and assisted in the proceedings. All Local Chairmen, and Shop Steward F. "Frosty" Rew were present. As usual, the 10 Brothers from Oklahoma constituted the majority with only five men present from the Middle Division and the rest from the Eastern Division. We were also pleased

to have retired Brother G. E. Guyer with us.

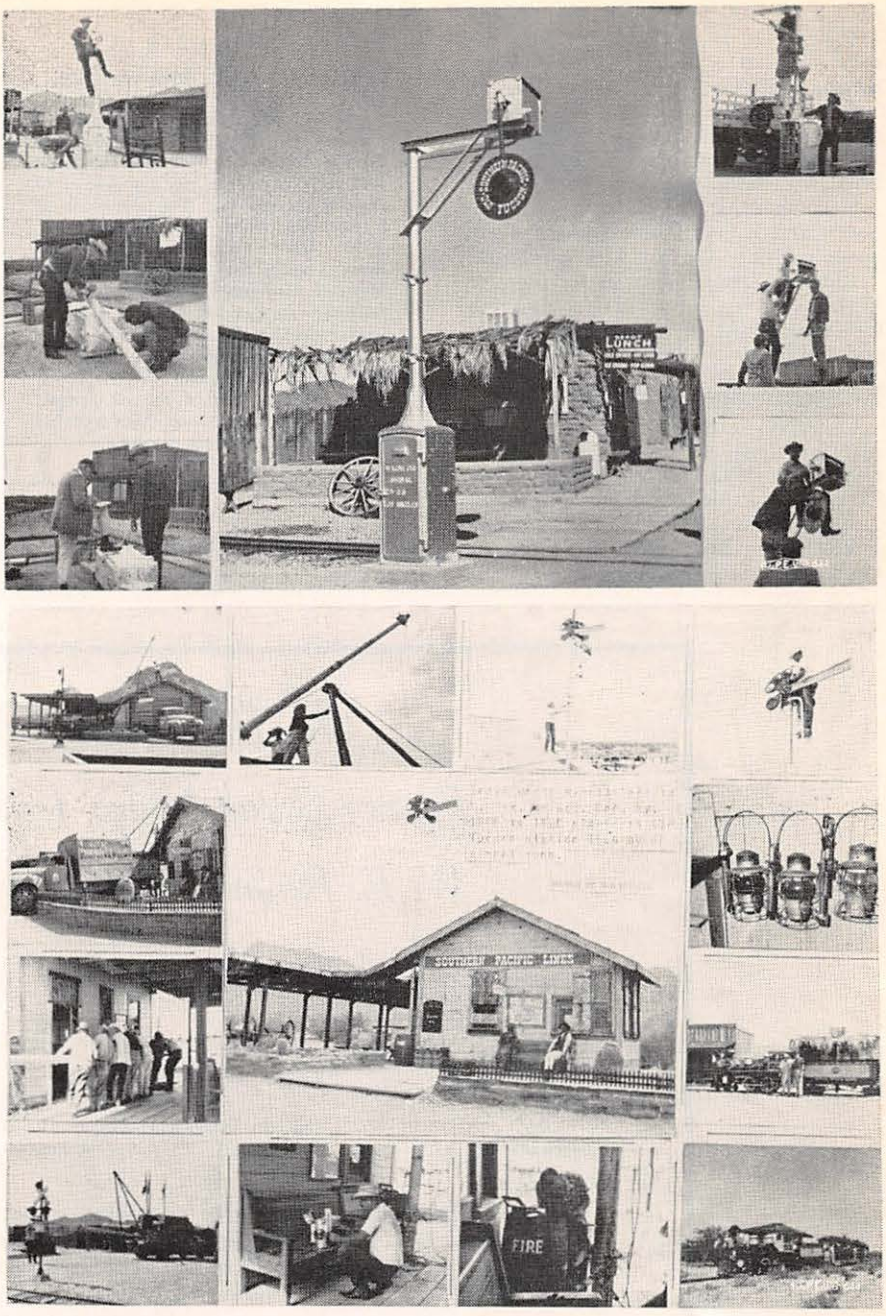
The main topics discussed at the meeting were the request for information as to why the FEC strike is continuing with no apparent efforts to stop the scabs and management from operating; and the new Birthday Holiday rule and how it is to be applied to the rank and file. Brother Steuerwald gave a detailed lecture on the Burlington agreement and pointed out some loopholes in this agreement.

This correspondent has noticed a note of depression in two letters recently received from a highly respected officer of our union. It seems as though this has come about because of too much criticism — not the constructive type. Although everyone that takes one of these jobs realizes they are thankless, after so long a time the bitching can get you down. I think that each of us should drop the Brother a note and tell him how much we appreciate what he is trying so hard to accomplish.

During the month of January Signal Foreman Duke's gang worked on the crossing protection at Lyons, Kansas. During their stay many of the gang men voiced their opinions as to why certain decisions by the union didn't go along with their ideas. As they will recall, I pointed out that if they wanted their ideas put over they should be very diligent about attending the union meetings. I noticed with great interest that not one of these men showed up at the latest union meeting. So gentlemen, the leaders of our Local have to assume that you are all satisfied with all their decisions.

While we are on the subject of attendance, I have particularly noticed that only one signal foreman of the Middle Division has ever been present for our meetings. The signal inspectors are just as bad about attendance. Even if some have had disagreements with others they should still be adult enough to attend the meetings and work for the good of our Brotherhood. No matter how ambitious some of you are to become officials, it will not harm you to be known as a good brother, well respected by your fellow workers.

Our next meeting will be held in Emporia, Kansas so we of the Middle Division should all be present. Let's all stop this form of free riding. MAX E. CRAFT



The dated signal equipment shown in the two photos above was donated to "Old Tucson, Arizona," an amusement and recreational area, by the Southern Pacific Company. The Wig Wag and Train Order Board were installed by several members of Local 126 working in their off duty hours.

Southern Pacific

TUCSON, ARIZONA (126). A train order semaphore and a magnetic wigwag were recently installed at "Old Tucson" in Arizona which is quite often used as a western frontier town movie location. It is also used as an amusement and recreational area. The signaling equipment was donated to "Old Tucson" by Signal Supervisor H. A. Garrett of the Southern Pacific Company and was installed by the following members of our Local: R. W. Treon, coderman; J. W. Duncan, signal maintainer; J. A. Clark, lead signalman; E. A Brown, signalman; and W. H. Stokoe, signal inspector. These men installed the equipment on Saturdays and during other off duty hours.

The S.P. Co. had previously donated an old depot, retired from Stockham, Arizona. Train Dispatcher A. B. Pinnell has made a small railroad museum of this depot.

The members of our local are happy to know that this old signal equipment which is fast becoming obsolete will be preserved so that people in the future will be able to see and inspect the forerunners of a more modern signal technology.

We also felt that this information may be of interest to signalmen everywhere.

Pictures were by Bob Pfister, a member of the Railway Historical Society.

WILLIAM H. STOKOE

Reading

PHILADELPHIA, PA. (53). Our monthly meetings are held at Stouffer's Restaurant, York and Townshipline Roads, Jenkintown, Pa. on the second Tuesday of each month. This is a reminder to our members that they should attend meetings.

We are now starting to plan and talk about our vacations. I hope all of our brothers who will receive their fourth week this year will appreciate and enjoy it.

Joe Fiori's gang is being increased from 6 to 14 men They will work on the installation of solid state signal and switch control from Newtown Jct. to Foxchase. The boys want to welcome Ed Ellis back to his position as "Fearless" Leader. Bob Bush is driving our

new truck which we call the "Green Monster." It is equipped to ride the rails and has a boom with platform, winch, and hole auger.

Roy Belding's gang has finished on the Doylestown Branch and at Landsale and these positions are now being abolished.

Signalman Art Adams has been promoted and is being moved into the engineer's office. We all wish him luck.

Brother Delasandro, maintainer at Wayne Jct., has a tiny new addition to his family. Lots of luck to Pop, Mom and the baby. CHRIS FINK, JR.

Chesapeake & Ohio

COVINGTON, KY. (135). Our regular quarterly meeting was held in the signal maintainer's headquarters at "KC" Junction at Covington, on Saturday, January 23. The meeting was conducted by Brother L. E. Paxton in the absence of Chief Signalman Wills. There were five members present.

RRA and RUIA Benefits Exempt from Income Tax

Persons who received retirement or survivor benefits under the Railroad Retirement Act in 1964 are reminded that such payments are not subject to Federal income tax. The pamphlet of instructions which accompanies Form 1040, U.S. Individual Income Tax Return, states that benefits under the Railroad Retirement Act should not be reported as income on the return.

Likewise, unemployment or sickness benefits paid to employees under the Railroad Unemployment Insurance Act need not be reported on the Federal income tax return, since these benefits are also exempt from taxation.

Our first item of business was a report from the Local Grievance Committees. Local Chairman Moffett read from the minutes of the last General Committee meeting in regard to signal supervisors and their assistants answering calls. A discussion on this followed. Brother Moffett read a letter from General Chairman Hughes asking that we give full cooperation to signal employes on the L&N RR if and when they go out on strike.

The next item of business was the current status of the office of our Financial Secretary. After some discussion, it was decided to call a special meeting of the Board of Trustees for February 5, for the purposes of auditing the books. The meeting took place as scheduled with all present satisfied with the outcome.

The next item of business was the location of future meetings. All members of Local 135 were notified last November by letter, to be present to express their feelings on this matter. After some discussion, it was decided unanimously to hold all future meetings

In Memoriam

Former Grand Lodge Trustee

W. E. Raynes Passes Away

Brother Walter E. Raynes, retired member of Local 104 and former member of our Brotherhood's Grand Board of Trustees, passed away Saturday, December 19, 1964.

Brother Raynes began his signaling career March 22, 1907 and retired August 9, 1949 after completing 42 years of service with the Southern Pacific Railroad. A charter member of Local 104, he served as Local chairman from November 1, 1921 to January 7, 1927, the last three of these years he was also General Secretary of the General Committee.

During 1927 Brother Raynes was appointed to serve as a member of the Grand Executive Board—the policy making body of our Brotherhood which was the forerunner of our present Grand Executive Council. He was elected at our 1928 Convention to the newly formed Grand Board of Trustees where he served faithfully for several years.

During March, 1927, due to the advancement of A. E. Lyon to Grand Lodge, Walter was selected to assume the duties as Southern Pacific full time General Chairman serving until January, 1931 and again from January, 1939 to January, 1943.

Since first becoming a member of our Organization, Brother Raynes was actively interested in Brotherhood affairs and was a regular delegate to our Brotherhood's Conventions, attending all Conventions since 1920.

Brother Lyon, Labor Member of the Railroad Retirement Board and former President of our Brotherhood said that Walter was an excellent man and though small in stature he was a giant force and a true and loyal Brother who was always willing to work with others for the benefit of our Brotherhood. Brother Lyon also pointed out that Walter had worked actively with both he and Vice President Lee Smith (deceased), giving invaluable aid and assistance at every opportunity to promote unity among our Brothers.

The officers and members of our Brotherhood extend deepest sympathy to the widow and other surviving members of Brother Raynes' family.

We all pay tribute to this man of indefatigable spirit who contributed so much to the strength and spirit of our Brotherhood.

in Covington at the signal maintainer's headquarters in "OB" Tower. The time of all meetings is 3:30 p.m., and there will be four meetings per year: the fourth Saturday of January, April, July and October. It was pointed out that "OB" would be a better place for all concerned and the members using trains 2 and 3 would find the change to their liking.

Brother Moffett read a letter from Brother Henry Darragh stating that he would be off sick until further notice. We all wish him a speedy recovery.

At this point, the subject of gang maintenance was discussed. It seems we have a lot of rumors, but no facts.

Please keep your dues coming in on time. You have until March 31 to pay for a yearly card.

Our next meeting will be held at "OB" Tower in Covington, Ky., on April 24. How about a car load from the Chicago Division? Like to have more off the Cincinnati Division too.

H. H. PARKER

Members who attended the meeting of Local 72 held January 23 at Kansas City, Mo. are shown in this photo. From left to right, they are: Front row—L. E. Stanley, C. W. Fleming, Jack Landis, V. E. Hansbrough, F. E. Bush. Second row—G. F. Stryker, Jack Taylor, B. S. Howard, H. J. Nolte, C. J. Hansen, W. D. Corn. Third row—A. F. Kohlberg, C. S. Warden, L. T. Caldwell, C. S. Chandler, Glenn Holmes. Back row—Roy Baker, Harold Whitfield, M. P. Lanpher, and O. F. Zaleuke.

Missouri Pacific

KANSAS CITY, MO., (72). The regular meeting of Local 72 was held at the Pickwick Hotel in Kansas City, Missouri on January 23. The meeting, chaired by Chief Signalman C. W. Fleming, was opened with prayer at 9:10 a.m. Brother H. J. Nolte was appointed to serve as semaphore and inspected all membership cards. All present were found to be in good standing. Local Chairman G. F. Stryker was appointed Chaplain for this meeting.

There were two new propositions for membership by Donald Gene Howley and John E. Gowen. A motion made by Brother Al Kohlberg proposed that these two and the 17 introduced at the Little Rock meeting should be accepted as members.

Several grievances and potential grievances were discussed at the meeting.

Men assigned to some of the two man gangs reported that they had heard the gangs could now be assigned to work on more than one maintenance foreman's territory. They also requested information regarding protective service over the weekend. They were advised that no change had been made in the current agreement and maintenance gangs were assigned to the territory of a maintenance foreman. Their work week begins on Monday morning at their headquarters and ends Friday evening at their headquarters. They are subject to call on weekends. It was pointed out that they could be used anywhere if the carrier chooses to pay the penalty. There was also some discussion regarding the application of the ½ time rule.

There were several questions regarding the new holiday granted employes in the Nov. 20, 1964 agreement. It was explained that a monthly rated signalman is paid for an additional 8 hours per year as provided in Article II, Sec. 6 (e) of the agreement and if he is called, he is entitled to the overtime rate of pay for work performed on his holiday. Local Chairmen received answers to specific questions regarding the holiday from Vice President Chandler who pointed out that employes must give their supervisor reasonable notice if they elect to take a day other than the holiday as provided in Article II, Sec. 1 (f) of the agreement. Brother O. F. Zaleuke reminded the membership that Local Chairmen should be furnished copies of these notices.

It was reported that personal expense vouchers which should be paid by the 15th are being received several days late. Several instances were quoted when delays of 30 days or more were noted. Brothers Bush and Chandler pointed out that vouchers in most instances when received in the accounting Dept. were paid on the following day. Most delay was attributed to local officials who hold these reports before approving them for payment.

Brother B. S. Howard brought up the subject of his claim for time while being held out of service because of a motorcar accident. It was pointed out that the time limit expired on the claim at Grand Lodge and while this was unfortunate, the claim could be progressed no further. Brother Al Kohlberg declared that the fault lies with Grand Lodge and it should make provisions to review the claim and in some way compensate Brother Howard for the time lost. Vice President Chandler reminded the meeting that there was no provision in the Constitution permitting such an expenditure of funds, however, Local Chairman Stryker was directed to handle the matter further with Grand Lodge.

Qualification for vacation was brought up for discussion by Local Chairman Roy Baker who reported on one instance where an employe should have been granted an additional week.

Local Chairman O. F. Zaleuke asked for clarification of the rules where men who had time made up to go home during the a.m. on Friday were held over to ride outfit camp cars to a new location over the weekend.

Consolidation of territories involving the two man maintenance gangs assigned under maintenance foremen was also discussed.

In consideration of the recent resignation of Recording Secretary E. R. Hill, the Chief Signalman appointed Brother Glen Holmes to fill the vacancy.

General Chairman F. E. Bush was called on to report on the activities of his office. In view of the limited time available he pointed out that he could give only a brief resume on the wage increase, the Midland Valley RR Co. situation and several claims now pending.

The recent action taken wherein petitions were sent into the field was

questioned by Brother C. S. Warden who pointed out that he believed this action to be in violation of Article I, Sec. 121 of our Brotherhood's Constitution. Since this action related to an election made in the General Committee under General Committee By-Laws it was declared to be business not properly before this meeting, however, on popular demand it was agreed to air the facts. In reply to the contention that an election held in the General Committee to elect that committee's chairman and officers was illegal, Vice President Chandler was called upon to read a letter from an attorney in Washington, D. C. giving an opinion on the case in accordance with the decision of a Department of Labor aide. It was pointed out in the letter that the election was legal in that all entitled to vote had been given the opportunity. It was added that had the officers been deprived of their vote, the election would then have been illegal. The election stands.

A proposal to amend the By-Laws of the Local to provide that General Committee officers should be elected by a referendum ballot of the entire membership was submitted by C. W. Fleming. No action was taken on the proposal at this time.

It was called to the Local's attention that a special meeting of the General Committee was to be held after a short break following adjournment. Members were invited to attend although they were reminded, they would have no voice in the proceedings.

The meeting adjourned with prayer at 2:05 p.m. ED.

Obituary

Karl E. Fisher, member of Local 221, Chesapeake and Ohio Railway, was fatally injured in an automobile accident while enroute to his home from his headquarters on February 11, 1965. He was 46.

Brother Fisher was signal maintainer at Olive Hill, Kentucky and had 20 years of service with the Chesapeake & Ohio Ry.

The officers and members of Local 221 extend their deepest sympathy to the surviving members of his family.

HAL HARLOW

W. E. Ogier, retired member of Local 84, Atlantic Coast Line Railroad, passed away December 18, 1964. He was 76.

Brother Ogier was assistant maintainer at Jacksonville, Florida at the time of his retirement August 31, 1959 after completing 36 years of service.

The officers and members of Local 84 extend deepest sympathy to the surviving members of his family. ED

Charles Edward Casey, retired member of Local 165, Canadian National Railways, passed away at London, Ontario January 14. He was 65.

Brother Casey had retired as signal maintainer on August 31, 1964. He entered the service of the CNR Signal Department on April 15, 1929 and worked as a maintainer at various points on the former Southern Ontario District. He settled in London in 1946 where he worked until his retirement. His passing is a severe shock to all who knew him.

He is survived by his widow, daughter and a son, Jerry, who is a signal supervisor at Hamilton, Ontario. The officers and members of Burman Local 165 extend their deepest sympathy.

D. MAJURY

Fred W. Hall, retired member of Local 21, Kansas City Terminal, passed away December 19, 1964. He was 95.

Brother Hall worked for the Kansas City Terminal for many years and retired in 1951.

The officers and members of Local 21 extend deepest sympathy to the surviving members of his family.

H. E. NIXON

T. L. Sheldon, member of Local 48, Pennsylvania Railroad, passed away suddenly at his home December 27, 1964. He was 69.

Brother Sheldon began working for the Pennsylvania January 1, 1918 and became maintainer the same year. At the time of his passing he held the position of a test man. He was an active member of our Brotherhood having held various offices in our Local, and was a veteran of World War I.

The officers and members of Local 48 extend deepest sympathy to the surviving members of his family.

W. V. SEITZ

W. H. Morris, Jr., former member of Local 48, Pennsylvania Railroad, passed away January 4, 1965 after a lingering illness. He was 41.

Brother Morris began his signaling career in May, 1951, and became maintainer July 3, 1952. He was active as an officer in our Local.

On December 31, 1958 Brother Morris accepted a withdrawal card from our Brotherhood and became assistant supervisor at Johnstown, Pennsylvania.

He is survived by his widow and three children to whom the officers and members of Local 48 extend sincere sympathy. W. V. SEITZ

Robert M. Heslip, retired member of Local 45, Erie-Lackawanna Railroad, passed away December 21, 1964. He was 66.

Brother Heslip was signal maintainer at Jersey City at the time of his retirement in February, 1946 after completing 26 years of service.

The officers and members of Local 45 extend deepest sympathy to his widow and other surviving members of his family. ED.

H. L. Dougherty, retired member of Local 48, Pennsylvania Railroad, passed away December 25, 1964. He was 71.

Brother Dougherty was a test man at the time of his retirement August 1, 1959 after completing 41 years of service. He was hired as a helper in 1918 and in 1919, was promoted to maintainer. He held various positions as an officer in Local 48.

He is survived by his widow and four children to whom the officers and members of Local 48 extend deepest sympathy. W. V. SEITZ

Dennis B. Murray, Sr., member of Local 21, Kansas City Terminal, passed away January 10, 1965. He was 39.

Brother Murray had been employed by the Kansas City Terminal for 14 years and was a veteran of the Army in World War II. An active member of our Brotherhood, he served our Local as lever for many years.

He is survived by his widow and five children to whom the officers and members of Local 21 extend sincere sympathy. H. E. NIXON

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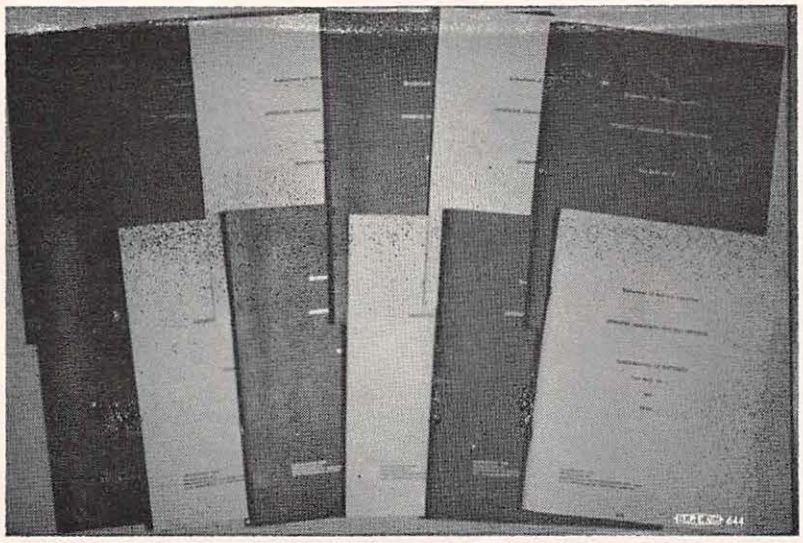

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Since the discovery of iron,
the metal has had many names. Because fragments they found were so smooth, the Norsemen called it isarn, from their verb is, meaning to glide. By Anglo-Saxon times, the close-to-modern iren was widely used. From the Saxons to Shakespeare's day, when iron finally prevailed, more than fifty spellings are recorded... among them iyrne and hyrone. But the Bard (who spelled his own name at least three different ways) probably did very little to iron the matter out.

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